

GREATDAYS HOLIDAY SERVICES LIMITED
REG No. 1923310
TERMS AND CONDITIONS for FIT bookings

You are entering into a contract with Greatdays Holiday Services Limited (registered number: 1923310) for the provision of FIT Bookings. These trading conditions form the basis of your contract with us.

1. Making your client's bookings

- a. Bookings on request will only be accepted in writing by letter, fax or email.
- b. Upon receipt of your written request for a booking we will then issue a confirmation and send this to you. A binding contract is made in relation to such booking as soon as we despatch a confirmation to you. Once a confirmation has been sent to you by us we will consider it to be a confirmed booking and should your client wish to amend or cancel that booking it will be your responsibility communicate this to us.
- c. Your contract with us is governed by English Law and is subject to the exclusive jurisdiction of the Courts of England and Wales.
- d. These booking conditions cannot be varied unless we agree in writing to do so.
- e. Your contract with us will commence on receipt of your first booking with us and shall continue in force unless and until terminated by either party giving to the other at any time not less than one calendar month's notice in writing of termination save where you commit a continuing or material breach of any provision of this contract or in our view you have become or may become insolvent in which case we shall be entitled to terminate your contract forthwith by written notice to you.

2. Payment

- a. Payment will be required 14 days prior to departure unless credit facilities have been agreed by us in writing. If we have granted credit facilities we will invoice you on the clients' date of arrival and payment shall be made by you in accordance with the agreed credit terms. For Bookings made more than 4 weeks prior to the start date of the services provided , full payment will be required 4 weeks prior to the date of stay. For Bookings made within 4 weeks of start date, payment will be required within three days. Unless payment has been made the services will be automatically released before the cancellation deadline of the service provider.
- b. If you fail to make any payments when due, we have the right to treat the booking as cancelled by you and we reserve the right to levy cancellation charges of up to the total holiday cost.
- c. In the event that any payment is not made on the due date for payment we reserve the right to charge interest on any overdue payment both before and after judgment at a rate of 4% per annum above the base rate of Barclays Bank plc from time to time from the date such payment was due until payment in full of such payment.
- d. If there is any dispute relating to any invoice this must be raised within 14 days of the date of the invoice failing which you will be deemed to have accepted the invoice.

3. Changes or cancellation by you

- a. If you wish to make any changes to any booking, we will endeavor to assist if we can. These must be made in writing during our normal office hours. Any sent outside these hours will not be acted on until the next working day. We reserve the right to charge an administration fee of £20 per amendment or as otherwise agreed by us in writing.
- b. If you cancel then we reserve the right to charge a cancellation fee of £20 per amendment. If the booking is for apartment accommodation and if you cancel less than 28 days prior to Clients' arrival date you will still be responsible for the cost of the accommodation. In the case of bookings for hotels if you cancel less than 24 hours prior to the stay or your customer does not show then you will be responsible for the cost of a maximum of a two night stay at the hotel in question.
- c. Where there is any dispute as to whether you cancelled any booking, you must be able to provide proof of transmission of any cancellation notice sent by your office.

4. Changes and cancellations by Greatdays Holiday Services Limited

- a. We reserve the right to make changes to any booking details both before and after any booking is confirmed. In particular, but without limiting the aforesaid, we reserve the right to accommodate any confirmed FIT bookings into alternative accommodation provided that this is of the same category or higher.
- b. We must reserve the right to cancel any booking. If we have to cancel for some reason other than failure to pay on your part (a) we will offer you the choice of purchasing another holiday from us (with you paying any difference if it is more expensive than requested or receiving a refund if it is cheaper) or receiving a full refund of all monies paid to us.

5. Force Majeure

- a. We regret we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by reasons or circumstances amounting to "force majeure". Circumstances amounting to "force majeure" include any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid such as, for example, war or threat of war, civil strife, natural or nuclear disaster, industrial dispute, epidemics and health risks, terrorist activity, technical problems to transport, adverse weather conditions, airport closures, fire and all similar events.
- b. We may be forced to curtail the holiday booked after departure where a "force majeure" situation (such as those described in clause 5a arises). In this situation, we regret that we cannot make any refunds, pay any compensation or be responsible for any costs or expenses incurred by you as a result.

6. Dealing with Complaints

Any customer complaints are your responsibility. If you wish to follow up any customer complaint, you must write within 14 days of your customer's return from holiday to the Managing Director – Greatdays Holiday Services Limited, Travel House, 2 Stamford Park Road, Altrincham, Cheshire, WA15 9EN, England, quoting the booking reference number. We will then investigate your customer complaint. We regret we cannot accept any liability in relation to any complaint or problem if you fail to notify us strictly in accordance with this

paragraph.

7. Our responsibility

a. We accept responsibility if the booking arrangements we agree to provide are not supplied as described or to a reasonable standard (except where clause 5 applies). We further accept responsibility for the acts and omissions of our employees. The maximum amount of compensation we will consider paying under this paragraph is limited to a refund of the cost of the particular booking and a refund of any directly attributable expenses.

b. We will also accept responsibility for death or personal injury to any customer as a result of any failure to properly perform any part of our contract with you by any of our employees, except where the cause was due to fault on your part or on the part of a third party not connected with the provision of the booking arrangements and which was unforeseeable or unavoidable or an event which neither ourselves nor the supplier of the service(s) in question could not have foreseen or avoided even with all due care.

c. For all claims, our liabilities in respect of air, sea, road and rail carriers and providers of accommodation are limited as if we were carriers or providers of accommodation within the relevant International Conventions. Further, it is a condition of our acceptance of liability that you notify us of any claim in accordance with clause 7. In addition, if any payment is made, you must assign to ourselves or our insurers any rights that you may have to pursue any third party and must also co-operate with ourselves and our insurers.

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