

Booking Conditions

Greatdays Holiday Services Limited ("GHS")

General Terms and Conditions of Contract ("the Conditions") (6th Edition)

1. Formation of Contract

- a. The Operator (being the person, firm or company whose name and address appears overleaf) may order tours with GHS in writing or orally, but the contract between GHS and the Operator is formed when GHS confirms the Operator's order by sending to the Operator a form of tour confirmation.
- b. Each order which is so accepted by GHS shall constitute an individually legally binding contract between GHS and the Operator and such contract is hereinafter referred to in these Conditions as an "Order".
- c. These Conditions shall override any contrary different or additional terms or conditions (if any) contained on or referred to in an order form or other document or correspondence from the Operator and no additional alteration or substitution of these Conditions will bind GHS or form part of any Order unless they are expressly accepted in writing by a person authorised to sign on GHS's behalf.

2. Price and Payment

- a. The Operator shall pay a deposit in the amount as set out in the tour confirmation which shall be payable on formation of the contract.
- b. The balance of the purchase price must be received by GHS not less than 4 weeks before the beginning of the tour. Payment shall be made by the Operator to Greatdays Holiday Services Limited or direct to Barclays Bank Plc, Sort Code 20-01-96, 63 Stamford New Road, Altrincham, WA14 1DR, Account Number : 30424196 Account name: Greatdays Trust Account no.1. Payment by this method must clearly state the invoice and entry number to which it refers.
- c. GHS shall be entitled to charge the Operator interest (both before and after judgement) on the amount unpaid at a rate of 4% per annum above Barclays Bank Plc base rate from time to time, until payment in full is made (part of the month being treated as a full month for the purpose of calculating interest).
- d. GHS shall be entitled to charge the Operator a surcharge in the event of a fluctuation in exchange rates or in the event of the imposition or increase of any dues, levies or taxes or fees arising from the result of governmental action (including, but without limitation, an increase in VAT).

3. Performance

- a. GHS shall supply the tour as described in the booking confirmation. GHS shall not be responsible for the supply of accommodation, transport or services not described in the booking confirmation and shall not be liable for any representation or information given unless such representations or information are confirmed by GHS in the body of the booking confirmation or in writing. In entering into the Order the Operator acknowledges that it does not rely on and waives any claim for breach of any such representations which are not so confirmed.

- b. GHS reserves the right to change the hotel or other services the subject of the Order at any time prior to departure of the tour or during the course of the tour if GHS considers it necessary to do so in the light of bookings, availability or unforeseen circumstances arising.
- c. Whilst all reasonable attempts have been made to ensure the accuracy of information contained in GHS brochures GHS cannot accept any responsibility for the accuracy of such information. GHS will use all reasonable endeavours to notify the Operator of any changes to the hotels or facilities outlined in the brochures before commencement of the tour.
- d. All tours operate subject to the minimum number of bookings. The minimum number is set out in the tour confirmation and we reserve the right to cancel the tour if such minimum number of bookings is not achieved prior to the date 6 weeks before the beginning of the tour before departure.

4. Cancellation by the Operator

The Operator may cancel the Order at any time before the tour has begun. If the Operator cancels the Order or if it fails to start the tour, GHS shall be entitled to make the following charges:-

- a) in the case of cancellation 4 weeks or more before the beginning of the tour (as set out in the booking confirmation) GHS shall be entitled to forfeit the deposit paid by the Operator under clause 2 above; or
- b) in the case of cancellation by the Operator less than 4 weeks before the beginning of the tour (as stated in the booking confirmation) or in the event that the Operator fails to start the tour without any notification to GHS or without any cancellation notice, GHS shall be entitled to forfeit the deposit as set out in clause a) above and to require payment from the Operator of all costs incurred by GHS in making arrangements for the provision of hotels or services under the terms of the Order.

5. Cancellation by GHS

- a. GHS shall be entitled to cancel the Order by written notice to the Operator at any time before the beginning of the tour if the Operator has failed to make any payment under the terms of these Conditions or if the Operator has failed to make a payment under the terms of any other contract with GHS.
- b. In the event that GHS cancels the Order in accordance with the provisions of clause a. above GHS shall be entitled to forfeit any deposit paid by the Operator in accordance with condition 2 and claim from the Operator any costs incurred by GHS to the date of cancellation in making arrangements for the provision of hotels or services under the terms of the Order.

6. Cancellation of the Order for reasons beyond the control of GHS or the Operator

- a. Either GHS or the Operator may cancel the Order if the tour the subject of the Order is rendered substantially different or is endangered or adversely effected by extraordinary circumstances which were not foreseeable when the contract was formed or by events which are beyond the reasonable control of either of the parties.
- b. In the event of cancellation of the Order by either GHS or the Operator, GHS shall be entitled to claim from the Operator the costs incurred by GHS in arranging for the provision of hotels or services under the terms of the Order up to the date of cancellation.

7. Obligations of GHS

- a. GHS shall use all reasonable skill and care in;
 - i) the preparation of the tour;
 - ii) the selection of sub-contractors;
 - iii) the correctness of the booking confirmation;
 - iv) the rendering of the contractual performance under the terms of the Order
- b. In the event that GHS is in breach of any of the provisions of clause 7 a. above and such breach arises from an act or omission on the part of GHS or its employees, then GHS shall be liable to the Operator for any direct costs or damage incurred by the Operator arising from such breach provided that GHS shall not be liable for any consequential losses of the Operator (including without limitation loss of profits) and further provided that GHS's liability under the provisions of this clause shall be limited to the maximum amount for which GHS is insured for such breach under the terms of its professional indemnity insurance policy.
- c. In the event that GHS is in breach of any of the provisions of clause 7 a. above and such breach arises from any act or omission on the part of any third party (including but not by way of limitation, hoteliers or the providers of sporting events or theatre tickets) then the liability of GHS shall be limited to the price paid by the Operator under the terms of the Order.
- d. Except as set out in paragraphs 7 b. and c. above and except in respect of death or personal injury caused by GHS's negligence, GHS shall not be liable to the Operator by reason of any representation, or any implied warranty, condition or other terms, or any duty at common law, or under the express terms of the Order, for any other loss or damage (whether consequential or otherwise), costs, expenses or other claims for compensation whatsoever (and whether caused by the negligence or breach of contract by GHS, its employees or agents or otherwise) which arise out of or in connection with the supply of the tour to the Operator.
- e. GHS shall not be liable to the Operator in the event that the contract is cancelled in accordance with clause 6 above or shall not be deemed to be in breach of the Order by reason of any delay in performing, or any failure to perform, any of GHS's obligations in relation to the Order, if the delay or failure was due to any cause beyond GHS's reasonable control. Without prejudice to the generality of the foregoing the following shall be regarded as courses beyond GHS's reasonable control:-
 - i) act of god, explosion, flood, tempest, fire or accident;
 - ii) war or threat of war, sabotage, insurrection, civil disturbance or requisition;
 - iii) act, restrictions, regulations, bylaws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
 - iv) strikes, lockouts or other industrial action or trade disputes.
 - v) The insolvency of any third party provider (including not by way of limitation hoteliers)

8. Obligations of the Operator

- a. The Operator hereby acknowledges that it is both the "organiser" and "the other party to the contract" for the purposes of the Package Travel, Package Holidays and Package Tour Regulations 1992 ("the Regulations") or any statutory modification thereto and that it is supplying a "Package" (as defined in the Regulations) to its clients (of which the tour

comprised in this Order forms part) on its own account. The Operator hereby undertakes that the tour comprised in this Order shall be sold as part of a package in the name of the Operator and will directly contract on its own account (and not as an agent) with its clients for the provision of the said package.

- b. The Operator hereby undertakes that in providing the package to its clients of which the tour comprised in this Order forms part, the Operator shall comply at all times with all relevant laws in relation to the provision of such package (including without limitation the Regulations and the Council Directive 90/314/EEC) and shall indemnify GHS for any losses damages or costs incurred by GHS arises out of any breach on the part of the Operator of this undertaking.

9. Time limits for claims and proceedings

- a. The Operator shall communicate any complaints during the tour to the local sub-contractor or its legal representative without delay or obtain a confirmation in writing of the defect in performance and inform GHS without delay. In the event that the Operator fails to make such notification in accordance with the provisions of this clause, GHS shall not be responsible for any damage that arises, if such damage would have been avoidable by the Operator making such notifications in good time.
- b. Any claim under the provisions of these Conditions shall be notified by the Organiser to GHS in writing within 1 month after the end of the tour. If such claims are not made within this period then GHS shall have no liability for such defect or failure.
- c. GHS shall not be liable to the Operator in respect of any claim, if proceedings to enforce the claim are not started by no later than 6 months after the day on which the tour should have ended under the terms of the Order.

10. Regulations regarding Passports, Visa, Customs Duties, Foreign Currencies and Health

The Operator is responsible for the compliance by its clients with regulations in force in the visited countries regarding passports, visa, customs duties, foreign currencies and health. The Operator shall bear all liabilities arising from the failure by his clients to comply with such regulations and GHS shall bear no liability or responsibility whatsoever in such circumstances

11. General

- a. Any typographical, clerical or other error or omission in any brochure, quotation, price list, confirmation of offer, invoice or other document or information issued by GHS shall be subject to correction without any liability on the part of GHS.
- b. If any provision in these Conditions is void or unenforceable by virtue of any convention, treaty, statute or regulation, such provision shall have no effect in so far as it shall be void or unenforceable but otherwise it (and all other provisions hereof) shall remain in full force and effect.
- c. Any claim, notification or other communication pursuant to these Conditions shall be in writing addressed to GHS at its registered office or to the Operator (as the case may be) at its last known address.
- d. The Operator shall not be entitled to assign this Order or any rights or obligations arising under the terms of this Order to any third party.

12. Applicable law and jurisdiction

- a. These Conditions shall be governed and construed in accordance with English law.

b. The parties hereby submit to the non exclusive jurisdiction of the English Courts.

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