

BOOKING CONDITIONS

Please read the following conditions carefully, they are the terms of your contract with Great Little Escapes LLP ATOL 5933 and apply to all holidays and prices quoted for the holidays to Majorca.

Your financial protection

When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong." "We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (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). If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme. For further information, visit the ATOL website at www.atol.org.uk.

1. Holiday Contract

The contract is between Great Little Escapes LLP (registered in England & Wales OC303008) and the person making the booking, together with all other persons travelling and on whose behalf the booking has been made. A contract is made when we confirm the booking and issue a confirmation invoice confirming details of the booking made.

2. Deposit payment

For bookings made 12 or more weeks prior to the travel date a deposit of £300 per person will be required from all persons travelling on the holiday together with any insurance premiums and or payment for car hire required.

3. Balance payment

Full payment of the holiday for all persons travelling will be required 12 weeks prior to the travel date. The

date balance payment is due will be printed on your holiday confirmation/invoice. This condition will also apply to new bookings made within 10 weeks of the travel date when full payment is due at the time of booking.

4. Your holiday price

Once you have booked, whatever happens to the value of the UK£, the price of your holiday will not be subject to any currency surcharges*. The price of your holiday is, however subject to surcharges on the following items: *governmental action, increases in scheduled air fares, aircraft fuel, overflying charges and airport charges including increased security charges. Even in this case, we will absorb an amount equivalent to 2% of the holiday price which excludes insurance premiums, car hire payments and any amendment charges. Only amounts in excess of this 2% will be surcharged and for which we will be obliged to collect an additional amount of £1 per person to cover administration charges. If this means paying more than 10% of the holiday price, you will be entitled to cancel your holiday with a full refund of all monies paid except for any insurance premium and or car hire payment made or amendment charges. Should you decide to cancel your holiday because of this, you must exercise your right to do so within 14 days from the issued date printed on the surcharge invoice. The exchange rate used for calculating holiday prices in this brochure is **£1 = 1.08 euro**

5. If you change your booking

If you wish to make any changes to your holiday, such changes must be requested in writing and any changes that we agree to make will only be effective on the date we issue you with a new holiday confirmation invoice. Any request for change will be subject to an amendment fee of £35-£50 per person plus any additional costs incurred in making changes to the booking. **Please note:** Amendments to names of passengers travelling on scheduled flights, once tickets have been issued, would incur a cancellation charge of 100% of the ticket value.

6. If you cancel your booking

If you or any member of your party have to cancel the holiday, or any of the prepaid arrangements, or if we have to cancel your holiday because the confirmation invoice has not been paid by the due date, then you will incur cancellation charges based on percentages of the total holiday cost as shown below.

More than 70 days	deposit only
29-70 days	50%
22-28 days	75%
8-21 days	90%
0-7 days	100%

Insurance premiums are not refundable

The cancellation date is the date that we receive written notice of the cancellation in our office, signed by the person who signed the booking form. We will issue a cancellation invoice within two weeks of receiving the written cancellation request.

7. If we make changes to your booking

Arrangements for all of the holidays made in our brochures are made many months in advance.

Therefore there may be occasions when we will need to make changes, which we reserve the right to do at anytime. Generally these changes are minor, and we will notify you when the final documents are sent. A Major change to the contract is one which would involve a significant change to the holiday, such as a change of destination or UK airport (except between London Heathrow and Gatwick), overseas resort, or accommodation of a lower category than booked. If a major change becomes necessary after we have confirmed the booking, we will inform you immediately changes are notified to us and offer you the choice of A. accepting the altered arrangements B. an alternative holiday of at least a comparable standard if available C. a full refund of all monies, payable within 14 days of you requesting such a refund.

Force Majeure: Great Little Escapes LLP will comply with the guidelines issued by the Foreign Office and we reserve the right to cancel the holiday if it is deemed by the Foreign office that a destination is totally unsafe for the purposes of holiday or travel.

8. The brochure

We have made every effort to ensure that all the information contained in our brochure is accurate and correct at the time of going to press. All of the facilities mentioned in the descriptions are generally available for the duration of the brochure. However, we must point out to you that at certain times the provision of a facility within a hotel or apartment may be withdrawn either due to seasonal, weather conditions or maintenance. If we are advised by the property owner of any changes to the brochure description prior to the travel date, which we believe will significantly affect the overall enjoyment of your holiday, we will communicate this information to you and give you the option of changing your booking to another property of a similar standard/holiday price. If you decide to amend your holiday to a different star rating than booked then we will either refund the difference (in a situation when the new holiday is of a lesser value than booked) or bill you for additional costs (in a situation when the new holiday is more expensive than the one already booked)

9. Building work

If we are advised of building work which in our opinion may affect the overall enjoyment of your holiday we aim to tell you before you leave and will provide you with the opportunity to change the holiday to another property. We cannot provide this advice on bookings made within 10 weeks of departure date.

10. If you have a problem

If you have a problem when you are on holiday you **must report this to our local representative immediately** who will work with the property owner to prevent your holiday from being spoilt. We are unable to consider any claims for compensation when neither our office, local representative nor the property owner has been given any opportunity to put the matter right whilst you are on holiday. In the unlikely event that the

problem cannot be resolved to your satisfaction in resort, then you must report to us within 28 days of the scheduled date of return from the holiday, advising us of the action taken in resort and the names of the people to whom the matter was reported.

11. Our responsibility

We arrange contracts for accommodation and other arrangements through suppliers who we have taken reasonable care to make sure have good reputations and run safe and efficient businesses. We will monitor and control the performance of our suppliers and judge their performance against the standards and customs in the country where the services are provided We will pay compensation if those suppliers fail to provide the services they agreed to supply as part of the package originally sold to you. We will assist with liability for claims for personal injury arising as a result of our staff and suppliers being negligent while in the course of their employment or contract. We cannot accept liability in the following circumstances. A. If any member of your party is at fault. B. If the failure is the fault of someone else not connected with providing the services which make up the holiday which we have confirmed to you. C. Any unusual circumstances beyond our control, which we could not have avoided even if we had used all care possible. **In respect of travel by air, sea and rail, and the provision of accommodation our liability will be limited in the manner provided by the relevant international convention.** (Copies available on request) We will offer prompt help to you if you suffer any difficulty while you are on holiday. If, through no fault of your own you suffer personal injury or death during the period of your holiday arising out of an activity which is not part of the holiday arrangement we will help sort out any claim against anyone else. This help will include the provision of translation services, communication with the authorities and others in foreign resorts, the recommending of local lawyers (if needed), explanation of procedures to be followed and the notification of any time limits, subject to our spending on all such activities on behalf of you and your party a maximum of £5,000 in total. This is on condition that you **take our insurance cover** and confirm that you will make a claim under the Legal Expenses section of the insurance cover in respect of any legal fees incurred for that purpose, and that you will reimburse us at the completion of your claim.

12. English Law

The contract is made on the terms of these booking conditions, which are governed by English law and the jurisdiction of English courts. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you wish to do so.

13. Insurance

It is a condition of booking with us that you take out our insurance, or another policy offering the same or greater protection. The cost of medical and other treatment overseas can be high, and if you do not have insurance we will not be able to help you.