

Booking Terms & Conditions

1.1 TRADING NAMES Holidayboom.com is a trading name of VR1 Limited.

1.2 RESERVATIONS may be made by telephone, via the Internet, in person or by mail without obligation. If the departure date is more than 12 weeks away from the time of reservation, the option of paying a deposit is available. Passengers must inform their reservations consultant if they wish to pay a deposit at the time of booking. Full payment or a deposit must be paid at the time of confirming a reservation. Clients making a reservation by telephone will be sent a quotation by email, which will detail their travel itinerary and passenger names. If there is any discrepancy, clients are required to inform us within 1 hour of receiving their quotation documents. Unless we are advised otherwise, your itinerary will be confirmed as sent to you, and flight tickets will be issued with the same names stated on the booking quotation.

1.3 FULL PAYMENT is required by the date shown on your booking confirmation unless other arrangements have been made with your consultant. Failure to pay by the due date may result in the cancellation of your holiday and loss of deposit (see Deposits and Balance Payments below).

1.4 STATUS: Confirmed reservations are marked OK/HK. This means that the airline, hotel or other supplier has accepted your reservation subject to its conditions of carriage. RQ means on request and WL/HL means waitlisted (currently full). PN means pending.

1.5 CLASS: First class services are designated by the letters P or F and Business/Club Class by J, C, D. Any other letter usually indicates Economy Class or Premium Economy travel.

1.6 PROVISIONAL FARES: If any fare is designated provisional against an itinerary line, the airline, tour operator or hotel has yet to confirm the exact fare to be charged, and subsequently the fare may be subject to change.

1.7 EXCHANGE RATES: If all or part of your itinerary includes prices quoted in a foreign currency the amount payable is subject to the rate of exchange in force at the time of final payment.

1.8 YOUR HOLIDAY CONTRACT is with VR1 Limited When booking a holiday you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these booking conditions. It should be noted that the conditions vary slightly dependent on whether you are booking a 'package' or 'other holiday arrangements'. The term 'package' is defined as a prearranged combination of at least two of: (a) transport; (b) accommodation; (c) other services not ancillary to transport or accommodation and forming a significant part of the package booked together and for which full payment is payable to us and has been charged as a package price. All remaining products, including transport and accommodation booked at separate times and not at an inclusive price constitute 'other travel arrangements', which we arrange as your booking agent. Please note that different terms and conditions may apply between you and any of the airlines, hotels or tour operators involved in providing your travel arrangements. A contract will exist as soon as payment has been accepted and we issue a booking confirmation. These booking conditions form part of that contract with us. That contract and any matters arising from it are governed by English Law and we both agree to submit to the jurisdiction of the English Courts.

1.9 DEPOSITS AND BALANCE PAYMENTS When making a booking you will be charged a holding deposit of £150 per person. If for any reason we are unable to confirm the reservation, this amount will be refunded. If the booking form at the end of this document is not completed and returned within 48 hours of the booking being made, your booking will be cancelled and you will lose your holding deposit. When you make a booking, a minimum deposit of £150 per person or 10%, whichever is greater, (subject to change) is required (plus insurance premiums if applicable). Due to differing airline and hotel rules, your deposit amount will range from £150 to the full value of the booking. The exact deposit due will be confirmed to you at the time of booking and will depend on the services booked.

If the deposit amount due is greater than £150 per person, this will be collected as soon as we have confirmation from the supplier. Please note deposits are non-refundable, unless we are unable to confirm your original booking request and an alternative is not accepted. For bookings made within 12 weeks of departure immediate full payment is required. The balance of your holiday must be paid 12 weeks prior to your departure; this date will be shown on your booking confirmation. Unless we are advised otherwise, we will debit the card originally used to make the booking to collect the outstanding balance due and our credit card processing charges will be applied. If you wish to cancel your booking, or pay by an alternative payment method, you must advise us before your balance due date. If we are unable to debit payment for the outstanding balance on the balance due date we reserve the right to cancel your holiday, retain your deposit, and apply the cancellation charges set out in the paragraph headed 'Cancellations by you'. Please note that all airfares are subject to increase until full payment is received and tickets issued, it is therefore to your advantage to finalise payment as soon as you can after booking. If full payment is accepted at the time of booking, the deposit will be deemed to have been included. Examples of minimum deposits: flights: £175 per person; accommodation: £100 per hotel room; hotel passes: £100 per voucher; transfer £10 per return transfer; tours/ cruises: £150 - 25% of tour cost per person per tour; campervan hire: £150 per vehicle; car hire: £120 per vehicle; rail travel 20% of total fare up to 7 days before travel, within 7 days 100%.

1.10 TAX: Prepaid: The flight prices on your itinerary include all prepaid taxes known at the time your booking was made. If any Government Body, Airport Authority or Airline increase or introduce a tax this will have to be paid, on occasion even if your tickets have been issued. Local Tax: Some Airports collect taxes on behalf of their Authority, whether local or Government. We do not bear responsibility for non pre-payable local taxes. Please check these amounts when reconfirming your onward or return reservations with the relevant airline.

1.11 AMENDMENTS BY YOU If after our booking confirmation has been issued, you wish to change your holiday arrangements we will do our utmost to make these changes. Any change to an itinerary prior to receipt of your final payment will be treated as an amendment. Depending on the amount of work involved, each change will incur an amendment charge that will be confirmed to you. Any additional charges passed to us by airlines or suppliers will also be passed on. In some cases changes will not be possible. If full payment has already been received amendments are treated as cancellations and the cancellation charges detailed below will apply. Please note that some suppliers, in particular airlines, do not allow a name change and may consider this a cancellation and re-booking with a 100% cancellation charge. It is therefore your responsibility to ensure that passenger names are spelt accurately and in accordance with their personal details as documented in their passports.

1.12 CANCELLATIONS BY YOU (FLIGHTS) Should you for any reason have to cancel your booking you must give us a written notice of cancellation signed by the person who originally made the booking.

1.13 REFUND OF FLIGHT TICKETS - Some tickets are non-refundable. Certain types of airline tickets (e.g. Apex Tickets) cannot be changed after a reservation has been made and any alteration request will incur a 100% cancellation charge. Tickets returned will be submitted to the respective airline, or their agent, for assessment. As soon as we are reimbursed by the issuing airline or their agent we will forward a refund to you, less loss of deposit, applicable cancellation and/or administration charges. If full payment is accepted at the time of booking a deposit will be deemed to have been included. Please note that airline refunds for part used tickets and the return half of the airfare are always less than the pro-rata rate and many have no refund value whatsoever. Refunds usually take 8 - 12 weeks but in certain cases may take longer.

1.14 CANCELLATIONS BY YOU (OTHER SERVICES) Other services refer to all non-flight only reservations including hotel only, car hire, and holidays. Should you for any reason have to cancel your booking you must give us a written notice of cancellation signed by the person who originally made the booking. Cancellation charges are dependent on the supplier's terms and conditions and vary accordingly. Please be aware that in the majority of cases reservations are non refundable, and bookings will generally incur 100% cancellation charges. Additional cancellation charges passed on to us by suppliers will be added to this.

1.15 TRAVEL INSURANCE We strongly recommend that you purchase comprehensive travel insurance when making your reservation. VR1 Ltd insists that all its passengers have comprehensive travel insurance. If you do not purchase travel insurance from VR1 Ltd, you undertake that you are insured by a third party company. In certain cases cancellation charges, if incurred involuntarily, may be covered by insurance taken out at this time.

VR1 Ltd offers a comprehensive policy that covers medical and repatriation expenses, personal baggage and personal effects, loss or theft of money, personal liability and cancellation or curtailment charges. VR1 Ltd will not accept responsibility for any person who fails to be properly insured for their journey. Once the 14-day 'cooling off' period built into the Insurance Policy has expired, we are not able to refund the insurance premium. This is a condition of the insurance company. Your travel insurance will not be deemed to be active until you have received the insurance policy documents and signed policy wording. These documents will be sent to you by email or post. If for any reason, you have not received these documents, you must inform us immediately or you may be travelling without valid insurance. VR1 Ltd will not be held liable for inactive travel insurance if we are not advised.

1.16 RECONFIRMATION You must reconfirm all onward and return flight reservations with the relevant airline at least 72 hours prior to departure. This allows the airline to inform you of any unforeseen delays or changes to your itinerary, and provides the airline with contact details for you. Failure to reconfirm flights with the airline may result in missed departures.

1.17 SPECIAL REQUESTS If you have any special requests relating to any of the services booked with us (e.g. dietary, seating, room type, extra beds etc.) we will do our utmost to ensure that these are passed onto the supplier. We will also be happy to request pre-allocated seating when airline policy allows. Acceptance of these requests cannot be guaranteed and therefore form no part of your contract with us.

1.18 ACCOMMODATION The star ratings we give to hotels are based on the hotels own description, that of a group of tour operators or a rating deemed appropriate by us. We can not guarantee that star ratings will match individual expectations of guests, and travellers are advised to make their own investigations into properties featured by us to avoid disappointment. Room categories described on our websites or any other advertising material produced by us, including brochures and magazines are based on the hotels own description, that of a group of tour operators or a category deemed appropriate by us.

Hotels will not usually allow guests to check in before 1500hrs. Check out time is usually at 1200hrs. If you have been booked on a flight that arrives in the early morning, your check in time will be in accordance with the hotel policy, and accordingly you may have to wait for a room. Similarly, if your departure flight departs in the evening, or late at night, you will have to check out by 12pm on the day stated in your itinerary. You will only be guaranteed a room early in the morning on the day of arrival if you have paid for the facility, and this will be stated on your itinerary. Similarly, where your departure flight is late at night, you will only have access to the room until departure if you have paid for the facility, and this will be detailed in your itinerary. Where the hotels have availability, we will make every effort to request early check in and late check out facilities, but in no way do we guarantee this.

Special requests for any aspect of the accommodation provided must be made in advance. Special requests will be passed on the relevant suppliers, but cannot be guaranteed. Special requests do not form a part of your contract with us. Where a triple room has been requested or a room which sleeps three people, the third occupant will be considered a 'third person sharing'. In the majority of cases, the third bed, or the extra bed for the third person will be a pull out bed, or a sofa bed.

1.19 DESPATCH OF TRAVEL DOCUMENTS We aim to send out your travel documents to you 10 days before departure, unless you make a late booking. In peak times this may not be the case. No tickets will be sent out unless final payment has been received and cleared. Unless collected from our offices, we will send travel documents by normal Royal Mail services. Special Delivery or courier can be arranged providing you cover the additional costs. Travel documents sent by Royal Mail services are done so at your own risk. We cannot accept responsibility for items lost in the post. You should advise us if you require your documents to be sent by special post. Where payment has been made by credit card, documents will be dispatched to the card billing address only.

If you have not received your travel documents within 10 days of departure, you must contact us immediately. Some flight tickets are now issued as electronic tickets, and therefore you will not receive flight coupons. However, if the airline you are flying with caters for e-tickets, you will receive a document explaining the procedures for travelling with an e-ticket. If you do not receive this document, your flight itinerary may not have been confirmed. For all other services booked, you will be sent a voucher that outlines the services provided in exchange for the voucher. VR1 Ltd will not be held liable if any portion of your itinerary is cancelled, where you have not received the appropriate documents within the set time limit, and have failed to advise us.

1.20 LOST OR STOLEN TICKETS Should tickets become lost or stolen, it is necessary to complete a form of indemnity to be passed to the airline. Some carriers are then prepared to issue replacement tickets immediately but may impose a fee for this. Other airlines require full payment to issue replacement tickets and will refund the amount paid for the original documents at a later date. This process can take up to 18 months.

1.21 ROUTINGS AND TIMINGS Unless otherwise stated, the routing on your air ticket cannot be changed, once the balance has been paid. Please note that the timings of air, sea, road and rail departures are estimates only. These timings may be affected by operational difficulties, weather conditions or passenger failure to check in on time. Flight timings are subject to change as a result of airline procedures and latest updated times will appear on your final itinerary. Please note that direct flights can have a scheduled stop en route. Most airlines reserve the right to alter their schedule, destination airport and type of aircraft. From time to time, airlines may require you to change aircraft on a service advertised as direct. Such changes will not entitle you to compensation nor to cancel or change your arrangements without paying the applicable charges. Please also note carriers have conditions of carriage which will apply to you and which limit or exclude liability. We do not make any arrangements if there is a delay at the outbound or inbound points of departure. Most airlines, however, do make provisions in such cases (dependent on the length of time).

1.22 PASSPORTS, VISAS AND HEALTH UK passport holders must be in possession of a full passport and visas if required. Many countries require that your passport be valid for at least 6 months after your departure date from that country. Please contact your local doctor who can provide immunisation requirements. Advice can also be obtained from DoH Leaflet 'Advice on Health for Travellers'. We can advise generally on Visa and Health requirements. It is your responsibility to ensure that you satisfy all applicable requirements in respect of passport, visa and health matters. We cannot be held liable if you fail to ensure this, and if as a result, we suffer any loss or expense because of such a failure on your part, you will be obliged to reimburse us.

In addition, it is your responsibility to ensure that you do not behave in any way which causes offence or which risks causing offence or danger to other holidaymakers or which risks damaging property belonging to others. Hotel managers and pilots do have legal powers to remove unruly holidaymakers from their hotel and/or aircraft. Should this happen we cannot be held liable in any way to you and you will be obliged to meet the cost of purchasing replacement hotel accommodation and/or air tickets. In some cases VR1 Ltd may apply for a visa on your behalf. In such cases, if for any reason a visa is not granted, holidays or flights already booked will be subject to our standard cancellation rules.

1.23 IF WE CHANGE OR CANCEL YOUR HOLIDAY (Packages Only) It is unlikely that we will make any amendments or changes to your travel booking after it has been confirmed. However because travel arrangements are often made many months in advance and because we have no control over some of the products we feature, changes and cancellations may occasionally be necessary. A change may be 'major' or 'minor'. A major change would be considered to be a change of accommodation to a star rating lower than that of the original accommodation booked, the cancellation of a tour, a rescheduling of your flight itinerary by more than 12 hours, (excluding changes made by airlines, beyond our control, as defined in 1.21) or a change of airport (excluding a change between two airports within the same city such as Heathrow, Gatwick City, Luton or Stansted or an airport which is more convenient to you). All other changes will be considered to be minor changes.

We reserve the right to make a minor change and we will tell you as soon as possible. In the event of a minor change resulting in a holiday package being priced lower than that originally booked, we will refund the difference. If there is a major change to your travel arrangements we will inform you as soon as is reasonably possible. You will have a choice of either accepting the change, accepting an offer of a comparable package (paying the difference if the alternative is more expensive) or cancelling the package and receiving a full refund. Please note that some tours require a minimum number of bookings to operate. In the

unlikely event that a tour is cancelled due to low bookings you will be told as soon as practicable. If we are unable to provide you with a significant element of the package after you have departed we will make alternative arrangements for you at no extra charge.

Package holidays are not usually cancelled less than 8 weeks prior to departure unless in cases of 'Force Majeure'. This means that we will not pay you compensation if we have to cancel or change your travel arrangements in any way because of war, riot, industrial dispute, terrorist activity, natural or nuclear disaster, fire, adverse weather conditions, unforeseen operational decisions of air carriers such as changes of schedule, or other unforeseeable or unavoidable circumstance beyond our control. If the cancellation has not been caused by force majeure or low bookings we will pay you compensation as set out below: (Period before departure within which a major change is notified to you); followed by: Compensation per person: more than 56 days - Nil; 56 - 29 days - £10; 28 days or less - £20.

1.24 IF WE CHANGE OR CANCEL YOUR HOLIDAY (Other holiday arrangements) In the unlikely event there are any changes made to other holiday arrangements, we will try and tell you before you go, although we are not obliged to do so, nor are we obliged to compensate you. If we are obliged to cancel your booking for other holiday arrangements we will do our utmost to ensure you receive a full and prompt refund of the paid price.

1.25 YOUR HOLIDAY PRICE (Packages Only) The price of your travel arrangements is subject to surcharges on the following items for increases in: transportation costs e.g. fuel, scheduled air fares and any other airline surcharges which are part of the contract between airlines (and their agents) and the tour operator/organiser, Government action such as increases in VAT or any other Government imposed increases, currency in relation to adverse exchange rate variations.

Even in this case, we will absorb an amount equivalent to 2% of the holiday price, which excludes insurance premiums, and any amendment charges. Only amounts in excess of this 2% will be surcharged but where a surcharge is payable there will be an administration charge. 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 money paid except for any premium paid to us for holiday insurance and amendment charges. Should you decide to cancel because of this, you must exercise your right to do so within 14 days from the issue date printed on your booking confirmation.

Should the price of your holiday go down due to the changes mentioned above, by more than 2% of your holiday cost, then any refund due will be paid to you. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

1.26 OUR LIABILITY (Packages Only) We accept liability for ensuring that the services offered reach a reasonable standard, or if you suffer personal injury, illness or death as a result of any improper performance by us of the obligations we owe you under your holiday contract, we will pay you reasonable compensation. Taking into account such factors as the cost of your package and any action you could have taken to minimise the inconvenience suffered.

We will not be liable for any compensation if the personal injury, illness or death does not result from any fault on our part. We will not be liable to pay compensation if the fault is that of a supplier such as a hotel or ground-handling agent. We will not be liable for compensation due to your fault or the actions of someone unconnected with your holiday, or to an unusual and unforeseen circumstance beyond our control, which neither we, nor our suppliers could have anticipated.

Our liability is limited in accordance with relevant international conventions. You can ask for copies of these conventions from our office allowing 28 days for delivery. If you or any member of your party, suffer death, illness or injury whilst overseas arising out of an activity which does not form part of your package travel arrangements made with us, we shall at our discretion, offer advice, guidance, and assistance to help you resolving any claim you may have against a third party, providing we are advised of the incident within 90 days of its occurrence. Where legal action is contemplated our written consent must be obtained prior to commencement of proceedings and our consent is subject to your under taking to assign any costs received or any benefits received under any relevant insurance policy to ourselves. Our costs in respect of the above on behalf of you and any member of your party shall not exceed £5000 in total.

1.27 OUR LIABILITY (Other holiday arrangements) Because we are acting as booking agent we have no liability for any of the travel arrangements, and in particular no liability for any illness, personal injury, death or loss of any kind.

1.28 IF YOU HAVE A COMPLAINT during your holiday, please inform the relevant supplier (e.g. your hotelier) who will endeavour to put things right. If your complaint cannot be resolved then you must contact VR1 Ltd by telephone or by fax who will endeavour to resolve any issues. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to Customer Services at our Head Office address, giving your booking reference and all other relevant information. This will assist us to quickly identify your concerns and speed up our response to you. If you fail to do this we will have been deprived of the opportunity to investigate and rectify your complaint and this may affect your rights under this contract.

1.29 BUILDING WORKS AND NOISE DISRUPTION VR1 Ltd uses various suppliers around the world to source hotel accommodation. Clients will find thousands of hotels listed on the various websites operated under the Holidayboom brand, and due to the vast number of hotels listed, VR1 Ltd will not be able to guarantee the hotel will be unaffected by building works in and around the hotel. Where possible, we will endeavour to provide up-to-date information that may affect your holiday under the description of the relevant hotel on our website. We therefore advise you to independently investigate any hotel they wish to stay at. In the event that your holiday is effected by building works, you must contact us by telephone and inform us immediately, so that we can help you to put things right.

1.30 YOUR FINANCIAL PROTECTION The Package Travel, Package Holidays and Package Tours Regulations 1992 require us to provide security for the monies that you pay for the package holidays booked from this brochure/website and for your repatriation in the event of our insolvency. We provide this security with the Civil Aviation Authority under ATOL number 10330. "Your Financial Protection when you book with VR1 Limited T/as Holidayboom under ATOL No 10330 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, 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."

If you book arrangements other than a package holiday from this brochure (e.g. accommodation only), the financial protection referred to above does not apply. When you buy an ATOL protected air holiday package from VR1 Ltd you will receive a Confirmation Invoice from us confirming your arrangements and your protection under our Air Travel Organiser's Licence number 10330. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking. For further information visit the ATOL website at www.atol.org.uk

The above applies only to services supplied by VR1 Ltd and does not apply to featured services that are provided by other company.

1.31 SUPPLIER FAILURE INSURANCE In addition to being bonded with ATOL, we also have separate Scheduled Airline Failure Insurance and Supplier Failure Insurance in place. Whilst ATOL will cover you financial in the event of our failure, we have taken the extra measures to protect you in the event of the failure of one of our suppliers. The insurance premium for this is included in the cost of your holiday, and provides with the extra sense of security and comfort.

1.32 PRE-TRAVEL ADVICE The Foreign and Commonwealth Travel Advice Unit may have issued information about your holiday destination. You are advised to check this information on BBC (Ceefax) page 470 or on the Internet under the address www.fco.gov.uk.

1.33 GENERAL INFORMATION: Please note that airfares are constantly changing and usually increasing. Very often there is little or no notice of these increases, but very rarely do increases apply to tickets already issued. It is therefore to your advantage to finalise payment as soon as you can after booking, and so reduce any risk of surcharge. Please remember your deposit only secures the reservations, not the price.

1.34 METHODS OF PAYMENT:

PERSONAL & COMPANY CHEQUES are to be made payable to VR1 Ltd. Please note we require ten working days for cheque clearance before tickets can be issued. Should insufficient time be available to allow this we can arrange special clearance with our bank at an additional cost of £15. We are unable to accept foreign currency cheques.

IF OUR BANK RETURNS ANY CHEQUES TO US UNPAID, A £15 CHARGE WILL BE LEVIED.

BANK & BUILDING SOCIETY DRAFTS will be accepted and treated as cash as long as they are received when the issuing office is open and able to verify the same, i.e. before 4pm on weekdays.

CREDIT CARDS are acceptable as a form of payment. VR1 Ltd accepts Visa, MasterCard, JCB, American Express and Diners Club. However, VR1 Ltd will levy a 2.5% handling fee on such payments, except for American Express and Diners Club Cards that will incur a 3.5% handling fee. If the card is in a name other than the traveller we will require written or faxed authorization from the cardholder, including a photocopy of both sides of the card itself, before any tickets can be released.

DEBIT CARDS: VR1 Ltd accepts Solo, Electron, Delta and Switch Cards.

CASH: Do not send cash to us through the post.

1.35 If any provision of this agreement is found by any court or authority of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions of the agreement, which shall remain in force and effect.

The air holidays and flights shown are ATOL protected by the Civil Aviation Authority, except when tickets for scheduled flights are sent to you within 24 hours of payment being accepted. Our ATOL number is ATOL 10330. Protection extends primarily to customers who book and pay in the United Kingdom.