

Terms and Conditions

When you make a booking with Disney Adventure Holidays (the Agent), you enter into a contract with Greatdays Holidays Limited (the Supplier - registered office: Travel House, 4 Stamford Park Road, Altrincham, Cheshire WA15 9EN), ATOL number 4279 & ABTA number Y0380. These booking conditions form the basis of your contract.

1. Making Your Booking and Your Contract

- a) When you have chosen your holiday, you must complete our booking form. If you make a booking more than eight weeks before departure, you must pay a deposit (the amount of which will be specified at the time of booking) per person, plus insurance if required. The full balance will be required at least eight weeks before departure. If you book within eight weeks of departure, the full balance is due immediately. At the time of booking you must take out holiday insurance with us or arrange a policy yourself providing comparable or greater cover if required under all sections.
- b) If you fail to make any payments when due, we have the right to treat your booking as cancelled by you at any time up to the date of departure and to levy the cancellation charges of up to 100% of the total holiday cost. No reminders will be sent. All monies paid to the Agent will be forwarded to us, Greatdays Holidays Ltd. On receipt of deposits / balance of your holiday, we will issue our confirmation / final invoice which will be sent either directly to you or via the Agent. If it is sent to the Agent we will request the Agent to forward the confirmation / final invoice to you within 7 days and will make all reasonable efforts to ensure that the Agent complies with this request. If we need to make a request for extra / alternative space, an administration fee per booking / per request may be charged. If you make a late booking and we need to Express post your documentation to ensure receipt, there may be an additional fee per booking.
- c) Upon receipt of your booking form and deposit / balance we will issue a confirmation and send this to you directly or via the Agent. A binding contract is made as soon as we dispatch a confirmation to you or the Agent. If it is sent to the Agent we will request the Agent to forward the confirmation / final invoice to you within 7 days and we will make all reasonable efforts to ensure that the Agent complies with this request. The Booking Conditions, prices and general information cannot be varied unless we agree in writing to do so. Please check your confirmation together with all tickets and other documentation carefully as soon as you receive them and contact the Agent or ourselves direct if you think any details are incorrect. We regret we cannot accept any responsibility if you fail to notify us of any problems straight away. Your contract with us is governed by the laws of England and Wales and is subject to the jurisdiction of the English courts at all times.
- d) All monies are payable direct to Greatdays Holidays Limited

2. Passports, Visas and Health Requirements

You must ensure that you comply with all passport, visa and health requirements.

3. The Price of Your Holiday

The price of your holiday is based on known costs as at the date of Confirmation Invoice and Exchange Rates as per those issued by Barclays Bank plc on this day. The price of your holiday is subject to surcharges in the event of increases in transportation costs i.e. fuel, scheduled air fares and any other airline surcharges which are part of the contract between the airline (and their agents) and the tour operator / organiser or dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports, or adverse Exchange Rate variations. Even in this case we will absorb an amount equivalent to 2% of the holiday price excluding insurance premiums and any amendment charges. Only amounts in excess of this 2% will be surcharged together with an amount to cover agent's commission. If this means paying more than 10% on the holiday price, you will be entitled to cancel your holiday with a full refund of all monies 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 of the issue date printed on the invoice. Providing payment has been made by the due date at the latest, we will not however impose any surcharges after payment in full has been received.

4. Changes or Cancellation by You

If you wish to make any changes to your booking after a contract has come into existence, we will endeavour to assist if we can. For changes requested more than eight weeks before departure, an administration fee per person may be payable if we can make the change. For changes requested less than eight weeks before departure, the cancellation charges set out below will be payable unless otherwise specified. We will treat the changed arrangements as a new booking. Cancellation charges will not however be payable where the change is to substitute a party member where the original party member is prevented from travelling (e.g. due to personal illness or serious illness of a close relative, Jury Service, redundancy or unavoidable work commitments) and the request is

made in writing at least 28 days before departure. In this situation, you must provide documentary proof of the reason for transfer (such as a doctor's certificate) and pay a fee per person to cover our administration costs, together with any charges our suppliers impose as a result of the substitution e.g. most flight tickets cannot be changed without payment of cancellation charges and / or the cost of a replacement ticket.

If you wish to cancel your holiday, the person who signed the booking form must notify us in writing. Cancellation charges to compensate us for our estimated losses and expenses are calculated from the date we receive your written notification. These are set out below and are shown as a percentage of the total holiday cost excluding insurance premiums and amendment charges which are non-refundable in the event of cancellation.

Period Before Departure Cancellation Charge

57 days or more	Deposit only
56 - 43 days	60% of holiday cost
42 - 29 days	70% of holiday cost
28 - 22 days	90% of holiday cost
Within 21 days	100% of holiday cost
No Show	100% of holiday cost

If some but not all party members cancel, additional charges may be payable by the remaining members e.g. under-occupancy charges. The above cancellation charges apply unless otherwise specified at the time of booking.

5. Changes by Us

We hope and expect to provide all services (including the intended operator of the aircraft, aircraft type and airport destination) as confirmed to you at the time of booking. However, these arrangements are often planned many months prior to departure and changes may occasionally be necessary due to reasons outside of our direct control. Unfortunately, we must reserve the right to make changes to holidays and brochure details both before and after your booking is confirmed. Changes are treated either as 'minor' or 'significant'.

- a) A significant change is: (i) a pre-departure change of your UK check-in airport (except between Heathrow and Gatwick), (ii) change of your destination region, (iii) change of your accommodation to that of a lower category or (iv) change of your time of departure or return by more than 12 hours.
- b) A minor change is any other change such as: (i) type of aircraft, (ii) aircraft operator or (iii) change in accommodation to an equivalent or higher local classification etc. For example, we will not inform you of minor schedule changes if the times change by less than 30 minutes. We have the right to make minor changes at any time and we will endeavour to inform you of these changes, but we are not obliged to do so before departure or to pay you any compensation nor do you have a right to cancel without penalty.

If we have to make a significant change, we will advise you or the agent as soon as possible and offer you the choice of: (i) accepting the changed arrangements; or (ii) purchasing another holiday from us (with you paying the difference if it is more expensive if requested or receiving a refund if it is cheaper); or (iii) cancelling your holiday and receiving a full refund of all payments made to us.

In addition, we will pay you compensation as set out in the table below, except where we have to cancel as a result of unusual and unforeseen circumstances beyond our control (such as those mentioned in Clause 7), the consequences of which could not have been avoided even with all due care. Please note, you must let us know within 10 days which alternative you would like to accept.

Compensation per person for the period before scheduled departure within which a significant change is notified to you or your agent:

57 days or more	NIL
56 - 43 days	£15
42 - 29 days	£20
28 - 15 days	£25
14 - 8 days	£30
7 - 0 days	£35

N.B. Our liability in all cases is limited to the compensation set out above. We regret we cannot be responsible for any costs or expenses you incur as a result.

6. Cancellation by Us

We must reserve the right to cancel a holiday. If we have to cancel for some reason other than failure to pay on your part we will offer you the choice of purchasing another holiday from us (with you paying any difference if it is more expensive and if requested, or receiving a refund if it is cheaper) or receiving a full refund of all monies paid to us. In addition we will pay you compensation as set out in the compensation table under Clause 5, except where the cancellation is made as a result of unusual and unforeseeable circumstances beyond our control (such as those mentioned in Clause 7), the consequences of which could not have been avoided even with all due care. All holidays operate subject to a minimum number of bookings. We will not however cancel for lack of numbers less than eight weeks before departure. Very rarely, we may be forced to curtail your holiday after departure where a 'force majeure' situation (such as those described in Clause 7) 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.

7. Force Majeure

We regret that 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.

8. Dealing with Complaints

Most problems can be sorted out straight away if we know about them. If you have a complaint you must advise our representative straight away. You must also inform the relevant supplier immediately (e.g. hotel). If there is no representative and the problem is a serious one which cannot be resolved to your satisfaction, you must contact our local agent, and if we do not have a local agent, you must contact us direct using the emergency contact telephone numbers enclosed with your travel documents. If possible, you should obtain a Holiday Report Form from our representative which should be completed and returned to him / her. If you wish to follow up your complaint, you must write within 28 days of your return from holiday to: the Customer Relations Manager, Greatdays Holidays Ltd., Travel House, 4 Stamford Park Road, Altrincham, Cheshire WA15 9EN, quoting your booking reference number. We will then investigate your 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.

9. Our Responsibility for Your Holiday

i) We accept responsibility if the holiday arrangements we agree to provide are not supplied as described, or to a reasonable standard (except where Clause 7 applies). We further accept responsibility for the acts and omissions of our employees, agents, suppliers and sub-contractors (providing they were at the time performing duties authorised by us) except where death or personal injury results (see (ii) below). The maximum amount of compensation we will consider paying under this paragraph is limited to a refund of the cost of your holiday, a refund of any directly attributable expenses and a daily sum of £50.00 per person. The maximum applies where everything has gone wrong and you have obtained no enjoyment from your holiday whatsoever. In any other situation, we will pay you a proportion of the maximum at our discretion, taking into account all relevant circumstances.

ii) We will also accept responsibility should you suffer death or personal injury as a result of any failure to properly perform any part of our contract with you by any of our employees, agents, suppliers or subcontractors (providing they were at the time performing duties authorised by us) 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 your holiday arrangements and which was unforeseeable or unavoidable, or an event which either ourselves or the supplier of the service(s) in question could not have foreseen or avoided, even with all due care.

iii) 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 8. 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 cooperate with ourselves and our insurers.

10. Agreement for ATOL protected holidays

We, or the suppliers of the services you have bought, will provide you with the services you have bought (or a suitable alternative). In some cases, where neither we nor the suppliers 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).

11. Status of money held by Agents

Per Section 1, you should pay all monies direct to Greatdays Holidays Limited. If you do send money to our agent by mistake, then the following applies;

- i) Money accepted by our Agent from you for an ATOL protected holiday is held by the Agent on behalf of the Trustees of the Air Travel Trust at all times, but subject to the Agent's obligation to pay it to us for so long as we do not fail; and
- ii) If we fail, any money held at the time by the Agent, or subsequently accepted from you by the Agent for an ATOL protected holiday, is and continues to be held by the Agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us
- iii) All monies paid direct to an Agent for a non-ATOL protected holiday is at all times held on behalf of us until the transference of such monies to us.

12. Behaviour

If, in the opinion of ourselves, any airline pilot, accommodation manager or other person in authority, you are behaving in such a way as to cause danger, distress or annoyance to others or damage to property, your holiday arrangements may be terminated by either ourselves or the supplier concerned. In this situation, we will have no liability to you and will not be responsible for making any refunds, paying any compensation or meeting any costs or expenses incurred as a result. Further, you must meet any expenses we incur as a result of your behaviour.

13. Suppliers Conditions

Most of our suppliers have Conditions of Contract which affect the provision of your holiday. These Conditions may limit or exclude the supplier's liability to you, often in accordance with International Convention. Copies of these conditions are available from us on request.

GREATDAYS HOLIDAYS LTD., TRAVEL HOUSE, 4 STAMFORD PARK ROAD, ALTRINCHAM, CHESHIRE WA15 9EN
TEL: 0161 928 0065 FAX: 0161 928 1332 EMAIL: accounts@greatdays.co.uk