

## Gourmet Touring Ltd - TERMS & CONDITIONS

Please print out and read in full before making a booking

**1. CUSTOMER PROTECTION** is provided in the unlikely event of our insolvency in line with the Package Travel Regulations of 1992. A financial guarantee is provided by holding clients' pre-paid monies in a trust until their departure. This guarantee ensures that you are refunded any monies you have paid to us for an advance booking in the unlikely event of our insolvency.

**2. OUR CONFIRMATION / INVOICE** is our acceptance of the booking (as detailed therein), and the contract is made on its issue. We ask you to check the details and any anomaly should be reported to us immediately. Verbal quotations should not be considered binding until the first invoice/confirmation is received. We act as agents for the ultimate accommodation owners and pass on confirmation of your booking details on their behalf. By making a booking you warrant that you are aged over 18 years and any infants in your party will be aged under two years on the return date. A deposit of between 20% and 30% of the total holiday price is payable at the time of booking, except when this is less than eight weeks prior to departure when the full balance is payable.

**3. YOUR FINAL PAYMENT** will be detailed on our invoice and must be paid in full not later than eight weeks before your departure, or your booking may be deemed cancelled and your deposits retained. Unless you tell us otherwise we will charge the balance to you on or after the 'balance due' date as given on your invoice.

**4. TO CANCEL YOUR BOOKING** you must immediately advise us in WRITING (or must ensure that your travel agent does so on your behalf). You will then receive a notice of cancellation, detailing any charges due. No booking is cancelled until such a cancellation invoice is issued by us, so you (or your travel agent) should ensure you receive one in order to avoid incurring extra costs. Except where a 'money back guarantee' applies, if you cancel before the balance is due, only your deposits are forfeited. If you cancel within the following days of departure, your full holiday costs are due less the following refunds (or the deposit amount, if greater): 36-55 days – 25% refund; 14-35 days – 15% refund; 3-13 days – 10% refund; less than three days or after departure – no refund. The Refunds above apply to total holiday price excluding any insurance premiums, amendment charges or charges for goods sold and despatched. \*The conditions of your travel insurance policy may allow a refund claim.

**5. INFORMATION INCIDENTAL TO YOUR BOOKING** is offered in good faith and may include subjective judgements. We make every effort to ensure complete accuracy but cannot except responsibility for the consequences of any errors or omissions. You should ask for confirmation if anything is unclear and we advise that you check incidental information (e.g. events) independently if these are important to you.

**6. CHARGES FOR NON-INCLUSIVE ACCOMMODATION ITEMS AND DAMAGES** You enter into a separate contract with the accommodation provider for these items if they are not specified on your invoice or its accompanying documentation (e.g. meals, bar bills etc.) and agree to pay locally for any charges for items or services used by your party and not included in your holiday price as paid to us or paid by your party abroad, and for any damage or loss incurred by the hotel arising from any act or default by your party.

**7. IF YOU REQUEST A CHANGE TO YOUR BOOKING** once confirmed, we will attempt to secure the change if possible. If we can change your booking, we will charge an administration fee (normally 75€ per adult) for re-invoicing or re-ticketing, in addition to any cancellation fees applicable. No charge is made to the contract between us until we have accepted the request change by the issue of a revised invoice/confirmation. A change to accommodation or holiday dates requested within eight weeks of your confirmed departure will be regarded as a cancellation. If we cannot make your requested change and you do not wish to continue with the booking as made then the booking will be treated as cancelled by you on the date of your requested change.

**8. IF YOU BOOK THROUGH A REGISTERED TRAVEL AGENT** we will assume that in dealing with us the agent is acting on your behalf.

**9. IF WE CHANGE YOUR BOOKING** materially after confirmation we will, at our expense, offer an alternative of a comparable standard of the same type and in the same area (if available), or will refund all your monies in full and final settlement on cancellation. Except in the case of force majeure, if we have to make a 'major' change (i.e. accommodation to an entirely different type or in another area, or reducing the number of days' holiday) after your 'balance due' date, we will compensate you as follows: 36-55 days from departure – 10% of holiday cost; 14-35 days – 15%; 3-13 days – 20%, less than three days – 25%. In the case of force majeure, the above compensation payments will not apply. If in the unlikely situation we are not able to provide you with the category of car that you have ordered we shall either provide you, free of charge, a car of upgraded category or in the event that a car of lower category has to be supplied, a refund, in full of any supplements that you have paid compared to the car that you are actually provided with.

**10. IF YOU HAVE A COMPLAINT** we will make every effort to resolve it during your stay. We want to receive your feedback on any comments however, if you have a complaint about the accommodation, or about any other element of your holiday provided by one of our suppliers, you must report it immediately to the provider (e.g. the chambre d'hôte or hotel in the case of accommodation). If you do not then receive satisfaction before the problem substantially affects your holiday and within 48 hours, you must contact us immediately on the 24 hour telephone number given to you on arrival. If you have a complaint or safety concern about the car you have hired you should contact the 24 hour emergency number given to you on arrival. Depending on the nature of your complaint, we will try to solve your problem as quickly as possible or find an alternative car or place of accommodation for you, if appropriate. You must take all reasonable steps to minimise the consequences of the problem. Any complaint must always be followed by written confirmation of all the details, with any supporting evidence, within 28 days of your return from holiday. The maximum amount of compensation payable by us for the holiday under any circumstances will not exceed twice the payment made.

**11. OUR RESPONSIBILITY** We accept responsibility should the services we are contractually obliged to provide prove deficient or not of a reasonable standard, and for any loss or damage sustained by you as a direct result of the acts or omissions of our employees, agents, subcontractors or suppliers. In respect of claims arising as a result of death, bodily injury or illness of you or your named party members, we accept responsibility for the negligent acts or omissions of our employees and agents, and of our subcontractors and suppliers while acting within the scope of or in the course of their employment (other than air, sea or train carriers providing carriage). We do not accept liability, however, for happenings or actions outside of our control, e.g. delays to travel services, temporary invasion of pests, the presence of indigenous animals or insects, government action, industrial disputes, damage or inconvenience resulting from the weather (e.g. drought conditions) or from acts of God, or your party's negligence resulting in loss or accident. We undertake, however, to give all reasonable assistance toward resolving any disputes that you may have with a third party, provided this is requested within 90 days of the occurrence of the incident and will (subject to our reasonable discretion) in the event of a named member of your party through misadventure suffering illness, injury or death during the holiday arising out of an activity incidental to the holiday as arranged by us, offer assistance, agreed initial legal costs and advice up to a limit of 5000€ per booking form, recoverable by us from you in the event of an award against a third party or through insurance. We cannot accept liability for consequential loss unless reasonably foreseeable and directly resulting from our breach of duty.

**12. YOUR RESPONSIBILITY** You undertake to report to the proprietor/hotelier, any deficiency in the accommodation or its contents on arrival, to exercise due and reasonable care in respect of your holiday accommodation and its contents, to leave it in a clean and complete condition, to respect local and on-site regulations and by-laws, to limit party numbers to those on your confirmation, to remit payments as invoiced on your before the due dates, to indemnify us against all loss or damage arising directly or indirectly from any act, default or omission of your party, and not to exceed the published occupation capacity of the

accommodation. Any serious abuse of the property or its contents may render you liable to eviction without compensation. You undertake to report to the 24 hour help-line (given to you on arrival), any deficiency in the operation of the hire car whilst it is in your possession. You also undertake to adhere to all local by-laws and are solely responsible for any contraventions to them such as speeding fines, parking fines and other offences. Gourmet Touring Ltd has a firm policy of not condoning driving whilst having drunk alcohol over the local legal limit (0.5g/litre of blood in France). It is your responsibility to contact Gourmet Touring (on the 24 hour telephone number provided on arrival) should you be in the position of needing to travel whilst being under excessive influence of alcohol. In such cases Gourmet Touring will endeavour to chauffeur you themselves or arrange a taxi to get you back to your accommodation. Reasonable charges for such services will be levied.

**13. OUR PRICES** carry a 'NO CURRENCY SURCHARGE' guarantee. The price of your holiday once confirmed by us is subject only to surcharges in respect of additional costs as under: Government action and security changes. Even in the case of such additional costs however, we will absorb an amount equivalent to 2% of your basic holiday price (excluding insurance premiums and any amendment charges). Only such additional costs in excess of this 2% will be surcharged, together with an additional amount, where relevant, to cover your travel agent's commission (we will make no administration charge). If the surcharge you are asked to pay is more than 10% of your original holiday price, you may if you prefer cancel your holiday, in which case we will refund in full all monies paid to us except insurance premiums and any amendment charges. Should you decide to cancel because of a surcharge equivalent to over 10%, you must exercise your right to do so within 14 days of the date printed on the surcharge invoice. We may quote price revisions at any time prior to your booking, and reserve the right to make a handling charge for payments accepted through PayPal or by debit or credit card (this will not exceed 2% and will not apply to payments made by electronic transfer).

**14. PERSONAL INSURANCE** Comprehensive personal insurance is highly recommended. We can suggest insurers who can provide you with such cover on request but will offer you this with no obligation. If you choose to accept this and are unsure of any aspect of cover once you have received the policy details we ask you to contact the insurer straight away. If you choose to decline the insurance cover or do not request our assistance in sourcing a suitable insurer for you, you thereby accept full responsibility for all costs and liabilities which might otherwise have been covered. Personal accident insurance is not covered within the car hire policy (only collision damage and third party cover) so personal insurance, which usually covers you for personal accident cover is recommended. Please check the details of your own policy for exact cover arrangements.

**15. CAR HIRE & INSURANCE** A requirement for all car hire is that you have not received a driving ban within the last 3 years, that you over the age of 25 years and that you have held a full license for at least 3 years. Assuming you comply with these conditions, you will be provided with collision damage waiver and third party insurance. In such an event of an accident or incident involving loss or damage it is essential that you fill out the relevant incident forms provided in the car and that you report the incident to the local police authorities, taking copies of all statements given by you or any other third parties. Your credit card details will be required to secure the damage deposit for the car. No payment will actually be taken providing the car is returned undamaged at the end of the hire period. You will be expected to return the car filled with fuel at the end of your stay. You will be given the opportunity upon collecting the car to reduce the level of your excess (applied in the event of an incident) by paying a nominal sum. This choice is yours and the cost needs to be covered by you should you wish to take it. One driver is insured to drive the hire car, unless otherwise stated, but others can be added to the policy upon collecting the car by paying a nominal sum.

**16. PHOTOGRAPHS** in our web site illustrating accommodation are understood to show the style and type of accommodation only, and are not necessarily of the particular unit(s) let. General and unlabelled 'mood' pictures are understood to illustrate and aspect of the region or the country, and not to have any specific connection with any accommodation featured on the same or other pages. Photographs illustrating cars are understood to represent the general size of car provided and not necessarily of the particular make, model, colour or trim specification provided.

**17. ERRORS AND OMISSIONS** We have taken all care to ensure published information and prices are accurate, but if we identify an error or omission following publication which may affect you we will inform you before confirming your booking. The revised information will then form part of your contract.

**18. YOUR HEALTH ABROAD** EU Visitors to other EU countries are entitled to receive medical treatment under the State Service provided they have an E111 form. This does not cover all the costs involved. At the time of publication, there are no special health precautions recommended but for up-to-date information you should contact the Department of Health. We strongly recommend you take out personal travel insurance with adequate health cover to ensure you are fully protected should you become ill.

**19. SWIMMING POOLS** Where a swimming pool is mentioned, availability is understood to be conditional upon a) owner's discretion, b) seasonality (usually mid-June to mid-Sept), c) weather, d) essential maintenance, e) compliance with drought orders etc.

**20. SPECIAL REQUESTS/ EXTRA ITEMS** While we endeavour to meet special requests, these cannot be guaranteed. Where an extra item or service to that advertised (e.g. cot or barbeque) is provided at your request, we have not inspected these facilities and cannot offer any warranty about their specification or safety. You must inspect all such facilities before use, and must not use them unless you are satisfied as to their safety and suitability. Such facilities are NOT offered or provided as part of our package holiday contract with you. Where you have made a special request, it will appear on our invoice/confirmation; in the absence of this, no special request has been received by us or acted upon.

**21. WEB SITE VALIDITY** Our most recent web site version supersedes all previous versions and will be superseded by subsequent versions upon their release.

**22. JURISDICTION** A contract made on these terms is subject to British law and to the exclusive jurisdiction of British courts.

**23. ARBITRATION** In the unlikely event that disputes in connection with a contract governed by these conditions which cannot be amicably settled may (if you wish) be referred to within nine months of your return from holiday to arbitration to the company secretary at the company's registered address.

**24. BOOKING CONDITIONS APPLICABLE TO REGISTERED TRAVEL AGENTS** Our relationships with a customer's registered travel agent will be subject to the codes of conduct currently in force by the British government. No variations to our standard commercial terms can be accepted unless agreed specifically in writing by us. Thereafter, the travel agent holds any customer's monies as our agent until such time as we require payment. Customers' deposit monies must be forwarded to us with the customer's booking form, to be credited by us as part of the holiday price when we confirm the booking. The above booking conditions will govern our contract with the travel agent in his capacity as our customer's agent.

**25. PASSPORT/VISA** You should be in possession of a full 10-year passport. If you are a non-EU citizen, please check with the relevant embassy as regards the need for a visa. Passengers are not allowed on board flights if their passport is due to expire within that period.

**26. EXCURSIONS/ACTIVITIES** Where these are organised by persons/ companies unconnected with us, even when sold through a representative or supplier, we have no liability for these.