

SUMMARY OF HF HOLIDAYS TERMS & BOOKING CONDITIONS 2023

Please read these booking conditions carefully; they are an important part of your contract for your holiday. By asking us to confirm your booking, we are entitled to assume that you have had the opportunity to read and have read these terms and conditions and agree to them.

1. HOLIDAY CONTRACT

When you make a booking you enter into a binding contract on behalf of all your party with HF Holidays Limited (HF) on the terms set out in these conditions of booking. They shall be governed by and construed in accordance with English law, being subject to the jurisdiction of the Courts of England and Wales. No variation shall be of any effect unless in writing and by the authority of HF Holidays Ltd.

2. PAYING FOR YOUR HOLIDAY

When you book your holiday you must pay a non-refundable deposit. Any money you pay to your travel agent will be held by them as your agent until we despatch our confirmation, from which point money will be held as agent for HF. All monies paid to your travel agent for holidays by air are always held on behalf of HF. The balance of the price must be paid before departure. If you book within this period, you must pay the full holiday price at the time of booking. If the balance is not paid in time, we reserve the right to cancel your holiday, retain your deposit and apply cancellation charges as set out in section 4. It is your responsibility to provide correct details at the time of booking, including ensuring all passenger details exactly match their passport information.

3. IF YOU CHANGE YOUR BOOKING

If, after your booking has been confirmed, you wish to transfer to a different holiday or departure date, we will make every effort to satisfy your requirements; however, this may not always be possible. In instances where arrangements are already in place for a specific overseas holiday this may not be possible without loss of deposit. Any request to change arrangements must be made in writing by the person who made the booking or their travel agent, not later than the date on which balance of the original holiday price is due for payment. Alterations made after this date will be regarded as a cancellation by you of the original holiday and a new booking for a different holiday, and the cancellation charges set out in section 4 will apply.

If you wish to transfer your confirmed booking to another person, you can do so, provided that this is not later than the day on which the balance of your holiday is due. In instances where arrangements are already in place for a specific holiday, this may not be possible without loss of deposit. You, as transferor of the holiday, and the transferee shall be jointly and severally liable to us for the payment of the balance due, together with all additional charges of whatever sort imposed by the suppliers providing component parts of your holiday.

All amendments and transfers will be subject to an amendment fee plus any additional costs associated with the change.

Important Note: Certain arrangements may not be amended or transferred after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements.

4. IF YOU CANCEL YOUR BOOKING

Should you, or any member of your party, decide to cancel your holiday booking you must advise us in writing, either by letter or by email. A cancellation will take effect from the date that written notice is received at our office. As we incur costs in cancelling your arrangements you will have to pay the applicable cancellation charges.

Should one or more member(s) of a party cancel, it may increase the per person holiday price of those still travelling and you will be liable to pay this increase.

If the reason for cancellation is covered under the terms of your holiday insurance policy, you may be able to reclaim these charges. If you cancel your holiday, we will not refund any insurance premiums, trekking permits, or flight payments paid at time of booking. If you return home early from your holiday (or are unable to take part in the activity), we cannot refund the cost of any services you have not used. Depending on the circumstances you may be able to claim on your travel insurance.

Cancellation by you due to unavoidable & extraordinary circumstances:

You have the right to cancel your confirmed holiday before departure without paying a cancellation charge in the event of "unavoidable and extraordinary circumstances" occurring at your holiday destination or its immediate vicinity and significantly affecting the performance of the holiday or significantly affecting the transport arrangements to the destination. In these circumstances, we shall provide you with a full refund of the monies you have paid but we will not be liable to pay you any additional compensation. Please note that your right to cancel in these circumstances will only apply where the UK Foreign Commonwealth and Development Office advises against travel to your destination or its immediate vicinity. For the purposes of this clause, "unavoidable and extraordinary circumstances" means warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination.

This clause 4 outlines the rights you have if you wish to cancel your booking. Please note that there is no automatic statutory right of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (Directive 2011/83/EU).

5. YOUR PARTICIPATION ON THE HOLIDAY

Participation on our walks and activities requires an appropriate level of fitness. We reserve the right not to accept participants on our walks and activities if, in the reasonable opinion of the leader, this would compromise the safety or enjoyment of an individual or the group as a whole. If you or any member of your party has any medical problem or disability which may affect your booking, please provide us with full details before you make your booking so that we can try to advise you as to the suitability of your chosen arrangements. We may require you to produce a doctor's certificate certifying that you are fit to participate. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.

All our customers are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of others. If in our opinion or in the opinion of any hotel manager or any other person in authority, your behaviour or that of any member of your party is causing or is likely to cause distress, danger or annoyance to any other customers or any third party, or damage to property, or to cause a delay or diversion to transportation, we reserve the right to terminate your booking with us immediately. In the event of such termination our liability to you and/ or your party will cease and you and/or your party will be required to leave your accommodation or other arrangements immediately. We will have no further obligations to you and/or your party. No refunds for lost accommodation or any other arrangements will be made, and we will not pay any expenses or costs incurred as a result of termination. You and/or your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to the hotel manager or other supplier prior to departure. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you.

We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking arrangements or with us.

If you or any of your party do not take up your accommodation within 24 hours of the date of arrival shown on your confirmation and do not contact us to notify us of the delay, it will be offered for re-letting and no refund will be offered.

Smoking, vaping and the charging of vaping units is prohibited at our UK country houses and on coaches.

We welcome accompanied children on all holidays. All children's rates are based on sharing a bedroom with one or more adults, which may include occasional or bunk beds. Children under 14 must be accompanied by a responsible adult on all walks (though this need not be a parent or guardian). Parents or guardians undertake to accept full responsibility and supervision of and for their children at all times. We do not accept bookings from unaccompanied children under 18. Children's prices and terms for Europe Family Holidays may differ, and we will inform you if this is the case at the time of your booking.

6. PRICES

We reserve the right to alter the prices of any of our holidays, prices on our website are updated regularly. We will advise you of the current price of the holiday before your booking is confirmed. The price of your holiday may change after you have booked due to changes in fuel, taxes or fees, such as airport landing charges. We will not make any changes to the price of your holiday after the day on which the balance of your holiday is due. In all cases we will absorb an amount up to the first 2% (excluding insurance premiums and new taxes). 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, you must exercise your right to do so within 14 days from the issue date printed on the revised confirmation invoice.

7. BROCHURE AND WEBSITE ACCURACY

The information and prices in our brochures and website have been carefully checked and we believe they are correct at the time of publication. Occasionally changes and errors can occur, and we reserve the right to make changes; if this occurs, we will advise you before your booking is confirmed. We feel it is right to point out that advertised facilities may be subject to change by the various suppliers concerned. There may be occasions when an advertised facility or activity is not available during your own holiday. This may be due to insufficient numbers, weather, operational or maintenance reasons. All hotel grading are those provided by the countries concerned. Walks and activities may be subject to variation or cancellation due to party size, weather, or operational considerations and we cannot guarantee that a particular walk will operate during a holiday. We cannot guarantee that any specific leader or number of guests or leaders will be present on any holiday.

8. IF WE ALTER YOUR HOLIDAY PLANS

If we have to alter your holiday before departure, any alteration will either be major or minor. Where an alteration is minor, we will, if practicable, advise you before departure, but we are not obliged to do so or to pay you compensation.

A minor alteration is any alteration apart from a major alteration as defined below. A major alteration would involve changing your tour or time of departure by more than 12 hours, offering accommodation with a lower rating, or changing your resort or airport. If a major alteration occurs, we will advise you as soon as is reasonably possible. You will then have the choice of accepting the alteration, taking an alternative holiday (and where this is of a lower price, we will refund the difference), or withdrawing from the contract and accepting a full refund of all monies paid. In addition, in appropriate cases, we will pay you compensation on the scale shown below (on the assumption that the full balance has been paid). Where, after departure, a significant proportion of the services contracted for is or cannot be provided, you will have the choice of returning to your point of departure and receiving a pro rata refund for the cost of the remainder of your holiday or accepting alternative arrangements. In addition, if appropriate, we will pay you compensation of an amount which is reasonable considering all the circumstances.

9. IF WE CANCEL YOUR HOLIDAY

We make every endeavour to operate all of our holidays. If we have to cancel your holiday, you will have the choice of taking an alternative holiday (and where this is of a lower price, we will refund the difference) or withdrawing from the contract and accepting a full refund of all monies paid. We shall not cancel a holiday or travel arrangements after the date when the payment of the balance becomes due (usually 10 weeks before tour departure), unless this is as a result of force majeure.

10. FORCE MAJEURE

We will not be liable or pay you compensation if our contractual obligations to you are affected by "Events Beyond Our Control" (Force Majeure). For the purposes of these Booking Conditions, Events Beyond Our Control means any event beyond our or our supplier's control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease at the travel destination, epidemics, pandemics (including the ongoing effects of the Covid-19 pandemic) or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside our or the supplier(s) concerned's control.

Brexit Implications: please note that certain travel arrangements may be affected as a result of the United Kingdom's decision to leave the European Union. This could include an unavailability of certain flight routes, access to certain ports and airports and changes to the visa requirements of British citizens travelling to, within or through the EU. Please rest assured that this is something we will continue to monitor and will advise our customers as soon as possible if we become aware of any confirmed bookings that will be affected. However, since this is something which is completely unprecedented and outside our control, we would treat any such changes as Events Beyond Our Control, and whilst we will endeavour to provide suitable alternative arrangements or refunds where possible, we will not be liable to pay you any compensation.

11. TRAVEL AND TRANSPORT

Tickets for travel of any kind whatsoever, whether by land, sea or air, are issued subject to the conditions and regulations published in the timetable, books or other notices of the persons, companies or authorities undertaking such transport. There is no guarantee that flights will depart at the time specified, and we do not have any liability to you for any delay which may arise.

12. OUR RESPONSIBILITY

- 1) We will accept responsibility for the arrangements we agree to provide or arrange for you as an "organiser" under the Package Travel and Linked Travel Arrangements Regulations 2018, as set out below and as such, we are responsible for the proper provision of all travel services included in your package, as set out in your confirmation invoice. Subject to these Booking Conditions, if we or our suppliers negligently perform or arrange those services and we don't remedy or resolve your complaint within a reasonable period of time, and this has affected the enjoyment of your package holiday you may be entitled to an appropriate price reduction or compensation or both. You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package. The level of any such price reduction or compensation will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these Booking Conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your holiday. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.
- 2) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:
 - a) the acts and/or omissions of the person affected; or
 - b) the acts and/or omissions of a third party unconnected with the provision of the services contracted for and which were unavoidable and extraordinary; or
 - c) Events Beyond Our Control (as defined in clause 13).
- 3) We limit the amount of compensation we may have to pay you if we are found liable under this clause:
 - a) loss of and/or damage to any luggage or personal possessions and money: the maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are required to have adequate insurance in place to cover any losses of this kind.

- b) Claims not falling under (3a) above and which don't involve injury, illness or death: the maximum amount we will have to pay you in respect of these claims is up to three times the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.
 - c) Claims in respect of international travel by air, sea and rail, or any stay in a hotel:
- 4) The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can ask for copies of these Conventions from our offices. Please contact us. In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.
- 5) ii. In any circumstances in which a carrier is liable to you by virtue of the Denied Boarding Regulation 2004, any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier.
- 6) iii. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.
- 7) It is a condition of our acceptance of liability under this clause that you notify any claim to us and our supplier(s) strictly in accordance with the complaint's procedure set out in these conditions.
- 8) Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to us or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.
- 9) Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description:
 - a) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or
 - b) relate to any business; or
 - c) indirect or consequential loss of any kind.
- 10) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our brochure or on our website. For example, any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.
- 11) Where it is impossible for you to return to your departure point as per the agreed return date of your package, due to "unavoidable and extraordinary circumstances", we shall provide you with any necessary accommodation (where possible, of a comparable standard) for a period not exceeding three nights per person. Please note that the 3-night cap does not apply to persons with reduced mobility, pregnant women or unaccompanied minors, nor to persons needing specific medical assistance, provided we have been notified of these particular needs at least 48 hours before the start of your holiday. For the purposes of this clause, "unavoidable and extraordinary circumstances" mean warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely back to your departure point.

13. SPECIAL REQUESTS

Any special requests must be advised to us at the time of booking e.g. diet, room location, a particular facility at a hotel etc. You should then confirm your requests in writing. Whilst every effort will be made by us to try and arrange your reasonable special requests, we cannot guarantee that they will be fulfilled. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed by us. We do not accept bookings that are conditional upon any special request being met .

14. EXCURSIONS

Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your contracted arrangements with us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

15. PASSPORTS, VISAS AND HEALTH

It is your own responsibility to check that your passport, visa or health certificate is in order. We cannot accept responsibility for any delay or expense incurred through irregularities in your documents.

16. INSURANCE

Adequate travel insurance is mandatory for everyone travelling on our holidays. You must be satisfied that your insurance fully covers all your personal requirements including pre-existing medical conditions, cancellation charges, medical expenses and repatriation in the event of accident or illness. If you choose to travel without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

17. COMPLAINTS

If you have a complaint during your holiday you must notify our management, leader or local representative immediately and they will do their best to resolve the problem. Should it not be possible to resolve your complaint there and then, you should write to our Elstree office within 28 days. All complaints that are received are thoroughly investigated and guests are kept informed. Sometimes investigations can take time, especially when awaiting a response from suppliers. We aim to settle all complaints amicably.

18. PRIVACY POLICY

HF Holidays understands and respects the importance of your privacy. This privacy policy, which is designed to give you peace of mind and confidence, sets out the basis on which any personal data we collect from you, or that you provide to us, via this website will be processed by us. Please read the following carefully. You are responsible for ensuring that all the members of your party are aware of the content of this privacy policy and are in agreement with you supplying their personal data to us to make a booking or other purchase on their behalf. By making a booking you agree to the transfer, storing or processing of it as set out below. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy. If you do not agree to our use of your personal data as set out below, we cannot accept your booking or engage with you and you should not use this website.

19. PERSONAL INFORMATION WE MAY COLLECT FROM YOU AND WHY WE COLLECT IT

When you book a holiday, request a brochure or join our membership we will collect certain personal data about you. If you are booking a holiday, we will also collect personal data about any other person you include on your booking. The sort of personal data we collect will be information such as name, address, email address, telephone number, date of birth, and personal travel preferences. We need to collect this information to arrange the travel and other services you are requesting. In some cases, we may also need to collect more sensitive personal data such as information concerning medical conditions, disabilities and special requirements, to be able to consider your needs in relation to a booking. If you contact us, we may keep a record of your email or other correspondence, and if you call us by telephone, we may monitor and/or record phone conversations for training and customer service reasons.

If you book a holiday via our website or over the phone with HF Holidays, we will keep a record of any data collected for up to five years. If you make an enquiry via this website or direct with HF Holidays, we will hold this data for up to three years. After these time periods, we will contact you and invite you to remain on our database.

20. TRANSFER OF YOUR INFORMATION

When you make a travel booking with HF Holidays, certain personal data you provide will need to be passed to and processed and stored by relevant third parties, such as airlines, hoteliers, insurance companies and ground handling agents, so that they can provide you with the arrangements you require. Some of these third parties may be based outside of the European Economic Area ("EEA"). Organisations that are based outside of the EEA may not be subject to the same level of controls regarding data protection as exist within the UK and the EEA. For you to travel overseas, we may be required to disclose certain personal information to government bodies or other authorities in the UK and in other countries, such as those responsible for immigration, border control, security and anti-terrorism. Even if it is not mandatory for us to provide information to such authorities, we may exercise our discretion to assist them where appropriate.

21. HOW WE USE YOUR INFORMATION

We use information held about you in the following ways:

- To carry out our obligations arising in connection with any contracts entered into between you and us, or between you and a third-party supplier
- To communicate with you regarding your booking or other purchase
- To allow you to participate in interactive features of our service, when you choose to do so
- To notify you about changes to our service
- For resolving complaints and dealing with disputes
- For preventing and detecting fraudulent or criminal activity

22. MARKETING USE

If you have made an enquiry or purchase on this website or by booking direct with HF Holidays, your personal data may be used by us to contact you by post and/or by e-mail, with information and offers relating to products or services similar to those about which you enquired or which you purchased. We will only do this if you did not opt out of such marketing at the point where we collected your contact details. If you have not made an enquiry or purchase, we will only send you information and offers by email relating to products and services offered by HF Holidays if you sign up (opt in) to receive such marketing. We will not pass your contact details to a third party for marketing purposes unless you have expressly agreed that we may do so.

23. OPTING OUT OF MARKETING USE

You have the right at any time to ask us not to process your personal data for marketing purposes. You can exercise your right to prevent such processing by ticking/un-ticking certain boxes on the forms we use to collect your data. You can also click the unsubscribe link included in the footer of our emails. You can also exercise the right at any time by sending an unsubscribe request to: The Marketing Department, HF Holidays, Catalyst House, 720 Centennial Court, Centennial Park, Elstree, Hertfordshire WD6 3SY. Your right to access any potential data we hold: You have

the right to check the information we hold about you and that your personal data is being processed lawfully. Your subject access right can be exercised at any time. Any subject access request must be made in writing to: The Compliance Department, HF Holidays, Catalyst House, 720 Centennial Court, Centennial Park, Elstree, Hertfordshire WD6 3SY.

24. DATA SECURITY

The transmission of information via the internet is not completely secure, and although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our website, therefore any transmission is at your own risk. Once we have received your information, we will take all reasonable steps to keep your personal data secure and to try to prevent any unauthorised access to it. All information you provide to us is stored on our secure servers. Any payment transactions will be encrypted using SSL technology.

25. PEACE OF MIND

ATOL: The air holidays and flights in this brochure are ATOL-protected, since we hold an Air Travel Organiser's Licence granted by the Civil Aviation Authority. Our ATOL number is ATOL 710. 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 us for advance bookings. ATOL protection extends primarily to customers who book and pay in the United Kingdom and European Economic Area (EEA). For further information visit the ATOL website www.atol.org.uk

26. MEMBER OF ABTOT

HF Holidays is a member of ABTOT (The Association of Bonded Travel Organisers Trust Limited) which provides financial protection under The Package Travel and Linked Travel Arrangements Regulations 2018 for HF Holidays Ltd and in the event of our insolvency, protection is provided for non-flight packages. ABTOT cover provides for a refund in the event you have not yet travelled or repatriation if transportation was included in your package. Please note that bookings made outside the UK and Republic of Ireland are only protected by ABTOT when purchased directly with HF Holidays Ltd. For ABTOT details see: <https://www.abtot.com/>

27. FOR ANY UPDATES OR CHANGES TO TERMS AND BOOKING CONDITIONS

See <https://www.hfholidays.co.uk/about-us/bookings/booking-conditions>