## **INGHAMS LAKES & MOUNTAINS 2019 PREVIEW EDITION BOOKING CONDITIONS**

When you book a holiday with us, you are entering into a contract with Hotelplan Ltd, trading as Inghams (Company No: 350786) ("we" or "us"). Our Head Office address is: Mountain House, Station Road, Godalming, Surrey, GU7 1EX.

This is the full version of our booking conditions, which we request that you read carefully prior to purchasing any holiday with us as, together with our Privacy and Data Protection Policy, our General Information pages and any other written information we brought to your attention before we confirmed your booking, they form the basis of your contract with us.

These booking conditions govern bookings made on the internet, through our telephone reservations team or via any other third-party agent and you will be deemed to be bound by these conditions on confirmation of your booking through any of these channels. Telephone calls with our offices may be recorded.

From time to time, due to changes to the law for example, we may need to update our booking conditions. The latest version can always be found on our website, <a href="https://www.inghams.co.uk/legal/terms-conditions">www.inghams.co.uk/legal/terms-conditions</a>. If we make a significant change to the booking conditions after you've booked your holiday with us, we'll let you know. If you have any questions relating to our booking conditions, please do call our Pre-Departure Guest Services Team on 01483 791122. Lines are open Monday – Friday 09:00 – 18:00, and Saturday 09:00 – 17:30.

When you make a booking, as the first named person on that booking, you agree and accept on behalf of all persons detailed on the booking that: (a) you have read these booking conditions and have the authority to and do agree to be bound by them; (b) you consent to our use of information in accordance with our Privacy and Data Protection Policy; and (c) you are over 18 years of age and where placing an order for services with age restrictions declare that you and all members of your party are of the appropriate age to purchase those services.

BREXIT AND ITS CONSEQUENCES: At some time between the date on which you book your chosen arrangements and the actual performance of those arrangements the UK will cease to be a member state of the European Union ("Brexit"). It is possible that various consequences of Brexit may affect the performance of our contract with you. By way of example, a change in the law (whether that is the introduction of a new law or an existing law ceasing to apply) ("Change(s) in Law") may restrict or entirely prevent our ability to provide you with certain services that make up your chosen arrangements.

At present, the Changes in Law that we consider are most likely to occur and, in turn, affect your chosen arrangements are as follows:

- a) A potential inability for the United Kingdom as a whole (and ourselves, for the purpose of this clause and your chosen arrangements) to rely on the free movement of workers and, in particular, the Posted Workers Directive. The result of this may be that we are unable to provide you with certain services that make up your chosen arrangements, such as the provision of a local representative, staff in our 'hotels managed by Inghams' etc.
- b) A potential inability for British airlines to operate flights into / out of the European Union and, conversely, an inability for European airlines to operate into / out of the United Kingdom. The result of this may be that we are unable to provide you either with the flights that you booked or indeed any replacement flights.

Should Brexit result in a Change of Law that prevents us from providing you with certain services that make up your chosen arrangements, we will:

- i) Make reasonable endeavours to provide you with suitable alternative services to those that we are unable to provide; or
- ii) If it is not possible for us to arrange alternative services, provide you with a partial refund in respect of services that we are unable to provide.

Provided that we comply with the steps listed above, we will have no further liability to you for any non-performance in services brought about by Brexit.

**Please Note:** As well as the consequences of Brexit having a potential impact upon our ability to provide you with your chosen arrangements, it is also possible that Brexit may impose additional obligations upon you, in order for you to take part in your booked arrangements, for example:

- Whereas currently there is no requirement for British nationals to obtain a visa when visiting EU countries, it may be the case that this position will change and that a visa will indeed be necessary for you to visit the country in which your booking will take place:
- The current reciprocal European Health Insurance scheme may come to an end, meaning that you can no longer use your EHIC card and obtain medically necessary treatment under that card in your destination country. While the existence of the EHIC scheme is not an alternative to obtaining adequate travel insurance, an inability to rely on it after Brexit may mean that a greater level of travel insurance is required and so you should take this into account when purchasing travel insurance for you and your party.

For the avoidance of doubt, it remains at all times your responsibility to comply with any additional obligations that may be imposed on you as a result of Brexit, in order to take part in your chosen arrangements.

## 1: MAKING A BOOKING AND PAYING FOR YOUR HOLIDAY

When confirming your booking, we will take a deposit of £150 per person by debit or credit card, bank transfer or cheque. If we have secured additional scheduled or low-cost flights for your booking, we will take payment to cover any additional costs at the same time as taking your deposit. Please note that these are non-refundable in the event of cancellation. Certain extras, such as Opera tickets, may also be require full payment upfront and are non-refundable in the event of cancellation.

It is your responsibility to ensure that you have sufficient funds to complete the transaction and you have the correct authority to act on behalf of the credit/debit card holder where applicable. If the arrangements you wish to book are available we will issue a Confirmation Invoice and send this to you or, if you have booked with a travel agent, to your travel agent. A binding contract will come into existence between you and us as soon as we have issued you with this Confirmation Invoice. If your confirmed arrangements include a flight, we (or if you booked via an authorised agent of ours, that agent) will also issue you with an ATOL Certificate.

The final balance payable will be shown on your Confirmation Invoice and will become due 10 weeks prior to departure. If you book your holiday within 10 weeks of departure, the full balance (rather than just deposits) will be payable straight away. If you have not paid the balance by the date it becomes due and you fail to respond to requests for payment, we reserve the right to cancel your booking and you will be liable to pay cancellation charges as set out in clause 4. Late payment will incur a late payment charge of £15 per week, per booking reference. Please note that the invoicing party will be Hotelplan CC Services GmbH, located in Dorfstraße 36, 79594 Inzlingen, Germany.

#### 2: YOUR CONFIRMATION INVOICE

Within 48 hours of booking with us, you will receive your Confirmation Invoice by email (7 days if posted), which details the holiday that you have chosen and the person/s booked to travel. If you have not received your invoice within 7 days, please contact our Pre-Departure Guest Services Team on the number below to make sure that your booking has been confirmed by us and we have your email and postal information correct.

We are aware that misunderstandings can occur, particularly in the course of telephone conversations, and as such quotations are subject to written confirmation on your Confirmation Invoice. Please check your Confirmation Invoice and ATOL Certificate as soon as you receive it and, if anything is incorrect, call our Pre-Departure Guest Services Team on 01483 791122. Lines are open 09:00 – 18:00 Monday – Friday, and 09:00 – 17:30 on Saturday. Please be aware that where an email address is provided at the time of booking, all pre-departure correspondence will primarily be undertaken by email.

The prices quoted in our brochure are based on the rates of exchange and other costs prevailing on exchange rates as follows: €1.11 EUR / 1.278 CHF / 10.50 NOK as at 13<sup>th</sup> March 2018.

Whilst we would not anticipate any pricing errors in the Confirmation Invoice, in the event of an obviously incorrect price we will not be bound by this and will issue a revised invoice showing the correct amount. In the unlikely event that we are unable to confirm your booking, the following options will be available to you:

- (a) to accept an alternative holiday offered by us, or
- (b) to purchase another holiday at the current brochure/website selling price from us, or
- (c) to accept a full refund of all monies paid.

You must tell us the option you wish to accept within 7 days of the offer being made; otherwise we will assume you have chosen to accept the alternative holiday offered. Whichever option you choose, a Confirmation Invoice will be sent as soon as possible and, if you do not wish to proceed, we will refund all monies paid without delay.

# 3: HOLIDAY PRICE, CONDITIONS AND PAYMENT

The prices and conditions apply to our 2019 Preview Edition brochure and website. These supersede any previously published prices, discounts and conditions, and will in turn be superseded by any subsequent brochure/website edition. Prices are correct at the time of going to press but may vary and our current selling prices will be advised at the point of enquiry on telephone bookings and confirmed on our Confirmation Invoice. In particular, prices may increase around cultural events, trade shows or special events taking place and weekend supplements may also apply. Where local taxes are to be paid, these will be charged by hoteliers in resort, per person, and are payable by you directly to the hotel upon check-out.

All price promises in this brochure and on our website relate to full-priced holidays only and not to any non-brochured/late availability discounted holidays. Please note that early booking offers, Inghams Savers, Inghams Plus offers, child and group reductions and other offers/discounts may be changed or withdrawn at any time. Where prices have been frozen at the equivalent Summer 2018 price, this promise is made in good faith at the time of publication and will be maintained for early bookings made before 30<sup>th</sup> September 2018, unless you are informed otherwise at the point of booking. We reserve the right to adjust prices accordingly.

## **Price Amendments and Surcharges:**

**Before you have booked:** We reserve the right to increase or decrease prices at any time, for reasons including for example (but not limited to) the correction of errors in previously produced prices; significant changes in currency exchange rates; fuel cost increases or other airline or other transport providers' changes to our contracted costs; UK or overseas government action on taxes, staff employment or other costs included in your holiday; other cost increases of which we were unaware at the time of publishing this brochure/website. The correct up-to-date price will be confirmed to you at the time of booking.

**After you have booked:** Once you have completed a booking and a Confirmation Invoice has been issued, we guarantee that absolutely no surcharges will be applied thereafter to your holiday cost.

# What the price includes

# All package holidays:

- Accommodation and meal arrangements in resort as confirmed.
- Services of our resort representatives and/or local agents. In some areas a telephone service is provided instead and a 24/7 telephone contact will be available to you throughout your holiday. We would, however, refer you back to our earlier Brexit statement, as this may be subject to change.
- VAT where applicable.

# Air package holidays:

- £2.50 per person ATOL Protection Contribution (APC).
- Air Passenger Duty (APD) rates as applicable. Charges in Business Class are substantially higher.
- Services of our UK and overseas airport representatives, where offered. We would, however, refer you back to our earlier Brexit statement, as this may be subject to change.
- Return flights. Subject, of course, to the outcome of Brexit as per our earlier Brexit statement.
- Baggage allowances in accordance with individual airline policy. This varies from 15kg up to 20kg on charter airlines and 1 piece of luggage up to 23kg on our scheduled carriers to Europe so the allowance can vary. Full details can be found in your travel documents or can be advised by our Reservations team. If you are travelling on a 'low cost' airline, carriage of one piece of baggage will be automatically reserved for you.
- Any complimentary snacks/meals offered on outward and return flights, according to the time of day and as confirmed. Some charter and scheduled carriers make a charge for refreshments. Details can be found on your flight tickets.
- Shared return transfers between overseas airport and your accommodation by coach, minibus, boat, taxi or rail.
- All known airport and security charges in the UK and overseas.
- All taxes, except some resort/city taxes which may be payable locally per person, direct to your hotel/apartment.
- Fuel supplements as at March 2018.

# **Self-catering apartment holidays**

By its very nature, any self-catering unit will not include cleaning services, towel and bed linen changes throughout your stay. Should you wish to arrange a mid-week clean, or request new towels and bedding, please speak to the accommodation provider who may assist further, but please bear in mind charges may be applied for these services. Apartment

prices are based on minimum occupancy as described in the brochure. Any local charges that may apply in some apartments are detailed on the resort pages and you should make provision for these, especially in the case of deposits which must be paid on arrival, as well as any hold of monies on your card for any incrementals incurred during your stay. Where damage deposits are not taken, it is your responsibility to make the necessary arrangements to pay for any damage caused by you to your accommodation. Credit cards are sometimes not accepted. Check in times may vary.

# Our package prices do not include

- Any resort or city tourist taxes (applicable per person, per night) which must be paid directly to the hotel on departure. Not applicable to 'hotels managed by Inghams' where resort taxes are included.
- Comprehensive travel insurance, which you must have.
- Car breakdown insurance.
- Any additional drivers, GPS systems, additional insurances and local taxes you may agree to direct with the car supplier once the car rental has started.
- UK airport car parking.
- Excess luggage charges on European charter and scheduled flights. The carriage of excess baggage cannot be guaranteed.
- Any additional deposit required to secure scheduled flights or upgraded seats on transport for your holiday.
- Provincial and scheduled flight supplements.
- Car holiday supplements for long sea crossings or supplements if fewer than 5 persons travelling by car.
- Eurostar supplements for rail travel from London to France.
- Supplements for transfers with some flights, private transfers, Swiss Rail or the Fly Rail luggage system.
- Any on board accommodation supplements for ferry crossings.
- Any charge for use of bath/shower or any other facilities or amenities in some hotels where a standard room (e.g. with a wash basin only) has been booked.
- Any supplements or reductions indicated on the price panels for extra or alternative facilities, meals or occupancy.
- Any supplements for optional gala dinners arranged by the hotelier, to be paid locally.
- Meals and drinks on flights, unless otherwise stated.
- Pre-bookable excursions as detailed on the relevant resort pages.
- Additional charges that hotels may make for certain facilities, such as sports facilities, entry to swimming pools or Spa areas, saunas, beauty and massage treatments, garage parking, cots, etc.
- Local expenses (e.g. TV hire, etc.) for some self-catering accommodation.
- Excursions and events booked in resort and any excess payments that may be applicable.

Due to circumstances beyond our control, airlines may cease to operate on certain routes, which may have an effect on the brochure price, and we reserve the right to pass on any extra costs that may become due. Increased security measures may cause airlines to introduce an additional security tax and this will be added to your holiday if and where applicable.

# **INSURANCE** – Important

We strongly recommend that, once you have confirmed your holiday, you arrange your travel insurance. On that basis we would like to introduce our third-party provider, MPI Brokers. Travel insurance is essential on any holiday and it is a condition of booking that you have travel insurance offering at least the same or better cover as that offered by MPI Travel

Insurance, details of which can be viewed on our website at <a href="https://www.inghams.co.uk/lakes-mountains-holidays/holiday-essentials/insurance">https://www.inghams.co.uk/lakes-mountains-holidays/holiday-essentials/insurance</a>. The policy does not cover non-UK residents. **No liability will be accepted for anyone travelling without adequate travel insurance.** 

Insurance policies usually specify the maximum amount covered in the event of any loss or damage and most do not cover mobile telephones and some may have exclusions for certain "extreme" sports. Please note that many policies offered free by banks or credit card companies do not cover extreme sports in their standard cover and offer only limited cover in the event of travel disruption. Should you opt for an alternative policy that does not satisfy this, we will not be held liable for any costs, expenses or damages incurred and we therefore suggest that you check the limits of cover of your chosen policy. Any alternative policy must not expire until after your return date to the UK and we recommend that you arrange your insurance at the same time as confirming your booking.

## **Discounted holidays**

We reserve the right to sell holidays at a discount and you may therefore share accommodation with guests who have paid a lower price. You will not be entitled to any refund or difference in cost in any circumstances in the event that a holiday that you purchased is subsequently discounted within the same season or at short notice. Late bookers paying discounted prices are likely to occupy the least attractive rooms and have little or no choice of resort and accommodation. If you are booking a "late deal", we reserve the right to make an additional charge for coach transfers and other items included in brochure-priced holidays. If this applies, you will be notified at the time of booking. Discounted holidays are sometimes available for unnamed accommodation. Before booking such a holiday you should ensure that you would be happy to stay in any of the properties featured in our brochure or on our website.

In the event of a complaint about any aspect of a 'discounted holiday' (i.e. one sold with a non-brochured discount), we reserve the right to take account of this discount when assessing any compensation or goodwill payment in response to such complaints.

## **Travel Agent Bookings**

If you book through a Travel Agent they will act to pass information from you to us and vice versa. They will also receive payment from you for their holiday. All monies you pay to the Travel Agent are held by them on our behalf at all times. Any advice given to you by your Travel Agent which is not based on advice given to them by Inghams is their responsibility. In these circumstances we do not accept liability if incorrect advice is given to you by your Travel Agent.

Our holidays may appear on websites operated by Travel Agents or other third parties. We have absolutely no control over the contents and practices of these websites. You access and rely upon the contents of these third-party websites solely at your own risk. We accept no responsibility for the contents and practices of any third-party websites, including suppliers' own websites, such as hotel pages. It is important to remember hotels may feature rooms on their website that are not available through tour operators or are named differently. You should therefore not rely on any descriptions which you view which are not on the Inghams website or in our brochures.

# 4: ALTERATIONS OR CANCELLATION OF THE BOOKING BY YOU

We will always do our best to accommodate any changes that you need to make to your confirmed holiday arrangements, so do let our Pre-Departure Guest Services team know if there's anything we can help with. Where we can meet your request to make a change to your booking, we will send you a revised Confirmation Invoice to confirm this.

# **Cost of changes**

Name or flight changes: No charge will be made for name changes notified to us within 14 days of the first confirmation, except where the booking is made within 21 days of travel. Thereafter, a charge of £25 will be made for each name change if tickets have been issued. Re-ticketing charges by scheduled/low-cost airlines in respect of name changes made within 14 days of booking will incur cancellation charges from the airline (to be advised at time of cancellation) in addition to the £25 charge. Some scheduled airlines may not permit flight or name changes and may charge a fee if a change is permitted. Please contact our Pre-Departure Guest Services team for details.

Other amendments: Any other amendments will attract a charge of £25 per person. Please note that all changes made within 10 weeks of departure will attract cancellation charges (see below). The only exception is where the change is to substitute a party member where that person is prevented from taking their holiday. In this situation, that person may transfer their booking to someone else provided we are notified not less than 7 days prior to the scheduled departure date. An amendment fee of £25 per person will be charged as well as any scheduled/low-cost airline charges or other costs imposed (see above). Should the number of persons travelling change, the price will be recalculated on the basis of the new party size. Any increase in price per person payable as a result of a part cancellation (e.g. an under-occupancy charge in any accommodation, sole occupancy charge or change in the level of a group reduction) will be indicated on the revised invoice. Group discounts will not be increased as a result of additions to the group. If the group size reduces, discounts will be reduced accordingly.

**Cancellation of pre-booked items:** Outside of 72 hours prior to departure, cancellation of pre-booked items may be charged at up to 100% of the cost of that pre-booked item, dependent upon the charges levied by the supplier concerned. We will let you know as soon as possible of the charge to be incurred. For cancellation inside of 72 hours prior to departure, we reserve the right to charge at 100% of the cost of that item in all instances.

Cancelling any part of your booking: We really hope that you don't have reason to cancel your holiday arrangements with us, but if you do, we ask that you let us know immediately by email: <a href="mailto:beforeyoutravel@inghams.co.uk">beforeyoutravel@inghams.co.uk</a>, or by post to: Pre-Departure Guest Services, Inghams, Mountain House, Station Road, Godalming, Surrey, GU7 1EX. Cancellation charges will be calculated as per the below from the date your written notification is received by us. If you cancel prior to the scheduled date of departure, you will be liable to pay the cancellation charges set out in the table below. The term "total holiday cost" in the table means the total holiday cost for all persons cancelling and shown on our invoice and includes extras.

Period before scheduled departure date when your cancellation notification is received	Cancellation charge expressed as a % of total holiday cost
70 days or more	Deposit & Insurance, plus any non-cancellable/changeable element
28-69 days	60%
22-27 days	80%
0-21 days	100%
Departure date/no show	100%

Please be aware that if one member of your party wishes to cancel, this may mean that the accommodation booked will be under-occupied and result in the other members of the party having to pay any additional applicable supplements or child discount changes to retain the booking. If you choose to cancel your holiday on the day of departure due to circumstances beyond our control, e.g. as a result of an extended flight delay, no compensation or refunds will be payable by ourselves and any such claims should be forwarded to your insurers.

If you change the arrangements whilst on holiday: If you wish to make any changes whilst on holiday to the arrangements we have been contracted to provide, for example upgrading your accommodation, changing resort, extending or reducing your holiday duration, all such requests will be subject to availability and any extra costs, including cancellation charges, must be met by you and paid locally. As this alters the basis of your booking contract, it is essential such changes are arranged through us in writing, either with our local representative/agent, area office, or if this is not possible, our office in the UK.

## 5: ALTERATIONS OR CANCELLATION BY US

We produce our brochures a considerable time in advance of the 2019 season, and so not all contracts for accommodation, flights and other travel services will have been finalised at the time of going to press. If, when these contracts are finalised, there is any change to your holiday arrangements which we regard as significant, our Pre-Departure Guest Services team will notify you as soon as is reasonably possible. Although confirmation and subsequent invoices will show the latest route timings, these will not be confirmed until your e-tickets are sent and occasionally may change after this due to circumstances outside our control. We would at this time refer you back to our Brexit statement, and the impact that a Change of Law may have on the provision of your chosen arrangements.

**Alterations before your holiday:** Any changes that we are required to make will typically fall into one of the following categories, with compensation for Major Changes applicable as per the table below, subject to "Compensation payment exceptions":

**Minor changes:** Examples of minor changes include change of airline; flight time by less than 12 hours; routings; aircraft type or overseas arrival airport; luggage allowance on flights (inc. if luggage allowance changes if carrier changes); room type changes; loss of facility in room type booked; public or resort building works which we or our suppliers are unable to control or a suppliers decision to participate in local sporting events; Rep in resort availability or staffing changes and any other change not specified under major changes below.

**Major changes:** Examples include a change of UK airport (excluding change of London airport or a change between Gatwick, Heathrow, Stansted and Southampton airports); transportation method; resort; time of departure from the UK delayed by more than 12 hours; accommodation of a lower official classification; cancellation of holiday.

These changes are only illustrations and there may be other significant changes which constitute major changes. If we alter your booking in any way which amounts to a major change as defined above, or if we cancel the original booking with 70 days of scheduled departure, you will have the option to:

- i. Accept the new holiday arrangements offered by us; or
- ii. Purchase another holiday from us (if available) at the current selling price; or
- iii. Cancel your holiday with us altogether and receive a full refund of all monies paid and received by Hotelplan Ltd.

You must advise us which option you wish to accept within 7 days of notification. If you do not contact us within 7 days, we will assume you have chosen to accept the alternative holiday arrangements offered. Whichever option you choose, you will be entitled to compensation as outlined in the table below, subject to "Compensation payment exceptions". If you contact us but seek to refuse all three contracted options above, we

reserve the right to cancel your holiday at that time and refund all monies paid and received by Hotelplan Ltd.

Period before scheduled departure within which a Major Change or booking cancellation is notified to you or your travel agent	Compensation per paying person
More than 70 days	Nil
43 - 70 days	£15
29 - 42 days	£25
15 - 28 days	£30
0 - 14 days	£40

Compensation payment exceptions: Compensation payments or refunds will not be made where cancellation or change is due to unusual or unforeseen circumstances beyond our control known as 'force majeure', such as but not limited to: war or threat of war; riots; civil strife; terrorist activity; industrial disputes; natural or nuclear disasters; epidemics; health risks; fire; technical problems with transport; closure or congestion of airports, stations or ports; adverse weather conditions affecting resort access and/or operation; cancellations or changes of schedules by carriers due to adverse weather conditions; or where we cancel the holiday due to your failure to pay the balance due, or where we cancel due to clause 13b, below. Compensation will not be paid to adults or children travelling on a FREE place and will be paid on a pro-rata basis of the adult rate where children have received a reduced rate. These compensation payments do not apply to discounted holidays.

**Prompt assistance in resort:** Please do let our resort team know if there is anything they can assist you with during the course of your holiday with us. They will provide you with a Welcome Pack on arrival that contains the telephone number for your Resort Representative or Local Agent, as well as any applicable visiting hours.

If we change your arrangements during the holiday: In the unlikely event your accommodation is not available on your arrival due to a situation outside of our control, of which we may not have been notified in time to advise you before your departure, we will endeavour to provide accommodation of equivalent standard in the same area. If we are unable to do so we will refund the difference in price. Please note, this will only be offered if your arrangements change for the whole duration, not just for a few nights. If during your holiday it is necessary for us to make any changes to your return transport arrangements, we will make the best suitable arrangements and advise you as soon as we are in a position to do so. If this involves a change of UK arrival point, we will make onward arrangements to transport you by coach or otherwise at our election to your original place of departure.

**Your conduct:** We reserve the right to refuse to accept a booking or to cancel, without further liability by us, an existing holiday booking of any prospective guest (and connected party members who are unable or unwilling to retain their booking when applying any consequential price adjustments), if in our reasonably held opinion or the opinion of any person in authority:

- You behave either during the process of booking or subsequently on holiday in an excessively aggressive, antagonistic, abusive or threatening manner towards any member of our staff or the company, our suppliers or other guests; or
- ii. There has been unacceptable conduct of any kind related to any previous booking with the company; or

- iii. There is outstanding liability to Hotelplan Ltd., regardless of whether the company is on notice of any set-off or counterclaim; or
- iv. We believe, due to health and safety reasons, that you or any of your party are unable to continue the holiday without assistance and care, which our suppliers or ourselves are not reasonably qualified to deal or assist with. In those circumstances, we will endeavour to assist you with returning home. The right of cancellation in (ii) and (iii) above shall be exercised with reasonable advance notice where applicable

# **6: YOUR FINANCIAL PROTECTION**

The air holidays and flights in this brochure are ATOL protected and our ATOL number is 0025. ATOL stands for Air Travel Organiser's Licence and is a financial protection scheme backed by the UK Government for all holidaymakers booking an air-inclusive package or a flight only. By law, every UK tour operator which sells air holidays and flights is required to hold an ATOL. If a tour operator with an ATOL ceases trading, the ATOL scheme protects customers who had booked holidays with the firm. Your holiday price includes the ATOL Protection contribution (APC) we pay to the CAA. This money creates a fund that is used by the CAA to protect consumers. For more information on ATOL please visit <a href="https://www.caa.co.uk">www.caa.co.uk</a>.

Inghams automatically provides an ATOL Certificate when an eligible ATOL protected holiday is booked with us. In accordance with the CAA regulations this certificate will explain exactly which elements of your holiday are protected if an ATOL-protected tour operator fails.

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent or your credit card issuer where applicable. You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

All customers travelling on a self-drive or rail package holiday with Inghams are protected under the ABTA scheme and our ABTA number is V4871. For more information, please visit www.abta.com. Our ABTA Bond provides financial protection, in the event of our insolvency, for the money you have paid and that has been received by us for your non-flight-inclusive holiday and for your repatriation.

# 7: OUR LIABILITY TO YOU

We accept that sometimes things do not go entirely according to plan and so will accept responsibility for the package holiday arrangements we agree to provide or arrange for you as an "organiser" under the European Package Travel Directive 2015 as set out below. Subject to these Booking Conditions, if we or our Suppliers perform or arrange your

contracted package holiday arrangements negligently, taking into consideration all relevant factors (for example, following the complaints procedure as described in these conditions and the extent to which our employees' or suppliers' negligence affected the overall enjoyment of your holiday), we will pay you reasonable compensation. 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.

We will not be responsible or pay you compensation for any illness, injury, death, loss, damage, expense, cost or other claim of any description directly arising out of the package holiday services if it results from: -

- i. The act(s) and/or omission(s) of the person(s) affected;
- ii. The act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
- iii. Unusual or unforeseeable circumstances beyond our or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised; or
- iv. An event which neither we nor our suppliers could reasonably have foreseen or forestalled, even with all due care.

In addition, we will not be responsible (i) where you do not enjoy your package holiday or suffer any problems due to something about which you did not tell us when you booked your holiday and where the problems you suffered did not result from any breach of our contract or other fault of ourselves, our suppliers or agents; (ii) where any losses, expenses, costs or other sum you have suffered relate to any business or profession. Please note, we cannot accept responsibility for any services which do not form part of your package holiday contract. This includes, for example, excursions and any additional services or facilities which any other operator or supplier agrees to provide for you which do not form part of your package holiday.

In respect of travel by air, sea and rail, our liability will in all cases be limited in accordance with and/or in an identical manner to the limitation of damage provisions as set out in the appropriate Conventions, which include: - The Athens Convention, The Montreal Convention and the Berne/Cotif Convention. Copies of all such terms are available on request from us.

Under EU Law, you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. If the airline does not comply with the rules you should complain to the Civil Aviation Authority on 020 7379 7311 www.caa.co.uk. Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your holiday price from us. Your right to a refund and/or compensation from us is set out in clause 5.

Our limitations of liability generally in these booking conditions and particularly with regard to the consequences of air schedule changes, delays and diversions, are significant factors in the pricing of our packages and take account of the availability of travel insurance that will make awards which can offset and, in some cases, cover losses, costs and expenses in some circumstances not covered by us.

**Refunds:** If you have booked any special activities, excursions or other services which do not form part of your package holiday contract and these are unavailable due to circumstances beyond our control, claims should be made under your own travel insurance policy. Please note refunds will not be made for any unused portion of your package holiday travel or accommodation arrangements, which is not attributable to any failure on our part or the part of our suppliers to provide these services.

Some properties include un-advertised facilities such as a TV or kitchenette in the room, which may be disconnected or otherwise out of service. No refund or compensation is payable for the non-availability or non-operation of any property facilities which are not advertised by us and do not form part of your package holiday contract.

Anti-social behaviour/bullying: We want all of our guests to enjoy their holiday with Inghams. However, in the event that an accommodation owner or manager, Inghams employee or supplier's representative or any other person in authority consider it necessary to terminate your holiday arrangements, we will accept no responsibility or liability for making alternative arrangements for accommodation or repatriation nor for covering any costs you may incur. These decisions are of course not taken lightly and will usually be as a direct result of your anti-social behaviour or verbal or physical abuse or bullying of our staff, our suppliers or other quests, or if such behaviour is deemed likely to cause disturbance to other guests. With that said we accept no responsibility for any inconvenience or upset caused to you by the actions or behaviour of other quests. This also applies if, in the opinion of any of our resort staff, suppliers or carrier, you appear unfit to travel or you appear likely to cause disturbance or danger to any other passengers. Action will be taken in any such event, which may include terminating an abusive telephone call in the UK or, if the behaviour occurs overseas, calling the police and/or terminating the holiday. No compensation will be payable for the cancellation or early termination of a holiday due to such behaviour, or for cancellation or early termination of the holiday arrangements of connected party members who cannot continue their arrangements without the person affected.

**Resort development & noise:** If we are informed of any building works at or in close proximity to your accommodation that may in our reasonable view significantly affect the enjoyment of your holiday, we will do our best to forewarn you about it prior to your departure. Please note that such works may not be carried out by the providers of accommodation featured in our brochure and may be outside of their control.

We would urge you to read the resort and accommodation descriptions carefully to identify sources of noise which might exist or might be expected to exist, i.e. roads, bars, discos, etc. However, it is impossible to predict noise created by individuals, machinery or traffic, i.e. temporary noise disturbances. Live music/noise from bars which are adjacent to or part of any properties we feature may extend their opening hours, especially on public holidays, and opening times may differ from those published.

On occasions, the sites of building works may lie dormant during the winter months, with no work resuming until weather conditions improve in spring/summer, although some machinery, cranes, scaffolding, etc. may remain in situ throughout. We will not ordinarily preadvise guests of such non-operational sites. We will not always be aware of all/any works or festivities occurring in your resort, and therefore will be unable to advise you before you travel. Equally, if a lift office or tourist board deem it necessary to amend, cancel or change facilities or services offered, that is done entirely at their discretion, not ours. If works are due to be carried out across more than one season, we will update guests once the season has started and not before, as things may change at any time. No refund or compensation is payable for any non-operation of any property facilities that have not been advertised by us or if you choose to upgrade your accommodation in resort with the supplier.

**In-resort:** Any activities or excursions you may choose to book or pay for in addition to your package holiday either at the time of booking, before your departure or whilst you are on holiday are not part of your package holiday provided by us. For any activity or excursion not booked as part of your package holiday, your contract will be with the provider of the activity or excursion and not with Hotelplan Ltd. Where you have booked an activity or excursion before departure or in resort we act as a Booking Agent for the provider of the activity or excursion. We are not responsible for the provision of the activity or excursion, or for anything that happens during the course of its provision by the provider. Please note this includes all sporting

activities including hazardous activities. It is your responsibility to act with due care at all times and to be insured to the levels reasonably required for your circumstances and the activity concerned.

# 8: YOUR LIABILITY TO US

If you are booking our 'managed by Inghams' hotels, you acknowledge and accept that this style of holiday is not the same as booking 'a hotel'. Specifically, you accept that the staff are largely young, seasonal workers from all walks of life, and not hospitality professionals, and you undertake to travel with realistic expectations and a degree of tolerance for minor issues which might occasionally fall short of perfection.

The accommodation we have booked on your behalf is available for use only by those persons included on the booking, unless otherwise agreed by us in writing prior to departure from the UK. We have a duty to ensure that guests do not suffer damage caused by preceding guests, so it is a condition of booking that whilst on holiday you are responsible for any damage caused to your accommodation, or other facilities or equipment you use, except by persons not known to you or us and unconnected with the contract between us. We appreciate that normal usage causes wear upon furniture, fixtures and fittings and this is always taken into consideration, but actual damage caused by guests, either by accident or negligence, must be paid for.

You are responsible for meeting any charges levied by either the owner, provider or Hotelplan Ltd. to rectify such situations. If the cost is not known an estimated cost must be paid, and any overpayment will be reimbursed when actual costs are known. Similarly, in the event that the estimated cost falls short of the actual cost, we reserve the right to request the balance from you and will require you to give a signed undertaking to reimburse Hotelplan Ltd with the difference within 21 days of your return to the UK. If no payment is made in resort, you will be required to give a signed undertaking to reimburse Hotelplan Ltd. within 21 days of your return to the UK. You may be denied boarding of the homebound aircraft in the event of an unreasonable refusal either to pay in resort or give such an undertaking. Party leaders are responsible for their groups. We reserve the right to request a damage deposit or take a credit card imprint on arrival at your 'hotels managed by Inghams'.

#### 9: COMPLAINT RESOLUTION

We want all of our guests to have an enjoyable holiday with us, however if you are dissatisfied please bring your complaint to our attention as soon as possible to the relevant persons, for example your Resort Representative/Agent and the relevant provider whilst you are on holiday. Your Representative's contact number and any applicable visiting hours will be provided in your Welcome Pack and/or in your accommodation. We will do everything reasonably possible to resolve your complaint during your trip. If you remain dissatisfied, then please complete a Guest Service Report form with your Resort Representative. It is sometimes difficult, if not impossible, to investigate a complaint if it is not raised in resort and failure to follow this procedure may affect your rights under this contract. We want to know if any issues remain unresolved and would ask that you let us know within 21 days of your return. You can do this by calling, emailing or writing to our Post-Departure Guest Services Team using the details below.

Email: guest.services@inghams.co.uk; Telephone: 01483 791144.

Our opening hours are: Monday – Friday 08:30 – 18:00, and Saturday 09:00 – 17:30.

Please quote your booking reference and send any supporting documentation such as receipts and photographs you would like us to consider when resolving your complaint, as this information may also help with the speed of our investigation.

As members of ABTA (membership number V4871) we operate in accordance with the ABTA Code of Conduct and, if we cannot resolve your complaint, can offer you ABTA's scheme for the resolution of disputes via www.abta.com.

You can access the European Commission Online Dispute (ODR) Resolution platform at http://ec.europa.eu/consumers/odr/. This ODR platform is a means of registering your complaint with us; it will not determine how your complaint should be resolved.

## 10: SPECIAL REQUESTS

We will pass on any special requests and try to meet them but cannot guarantee to do so. Your special request will be shown on your Confirmation Invoice to signify your request has been made, but this is not an indication that it can or will be fulfilled. Special requests do not form part of your package holiday contractual agreement and we will have no liability if they are not met.

#### 11: JURISDICTION

This contract is governed by the laws of England and Wales and exclusive jurisdiction is conferred on the English and Welsh Courts. No Hotelplan Ltd UK or overseas employee in our resorts has the authority to vary these terms and conditions or the information within this brochure or on our website, or any of our company literature, either verbally or in writing, nor can they enter into verbal agreements with our guests.

# 12: ACCURACY OF BROCHURE/WEBSITE INFORMATION

To the best of our knowledge the information contained in this brochure and on our website is correct at the time of publication. However, we reserve the right to make changes after publication and will advise you of any changes which we consider significant at the time you book your holiday or when they are finalised. Facilities such as a lift, pool, sauna, steam-room, hot-tub, TV/DVD player, Wi-Fi, or other leisure facilities contracted through us as part of your package holiday arrangement may become unserviceable during the season. If these are important to your package holiday enjoyment, please make this known to us at the time of booking and confirm to us in writing. If we are informed that there have been any changes to such facilities, and you have alerted us, in writing, to the fact that they are important to your booking, we shall do our best to advise you but we shall not be obliged in such circumstances either to provide the facility or to compensate for its absence.

Early and late season holidays particularly, and occasionally other dates, may sometimes be affected by limited availability or closure of certain resort facilities. Examples include: some lifts, swimming pools, saunas, bus or public transport services, shops, bars and/or restaurants, walking tours or tours provided by our excursion suppliers or the local tourist offices which we may advertise or feature in our brochures etc. This may be due to maintenance/refurbishment, poor weather conditions, lack of tourists/guests or the operator decides to cancel the event or programme or offer a revised or "scaled-down" service at its discretion. As such resort facilities and programmes are not owned by Hotelplan Ltd, we have no control over their operation and in many cases are not given notice of their closure. We cannot accept any responsibility should such facilities be withdrawn, limited, curtailed or moved at any time and we may not be in a position to notify you of such changes.

## 13: TRAVEL ARRANGEMENTS

In order to keep you informed of flight or transfer delays, etc., we may send auto-generated text messages to your mobile which may mean that you incur a charge from your service provider. Your mobile number will not be used for marketing purposes. When completing your Advanced Passenger Information (API), we will ask you for a mobile telephone number that we may use in the event of delays to our travel arrangements, so that we may keep you as informed as possible. If you wish to be kept up-to-date with such information, please

provide us with a mobile telephone number that will be switched on at such times. If you have booked through a Travel Agent and they enter their own telephone contact details, in doing so they assume responsibility to act as a conduit of any information received via our text message service and pass any such information on to you.

All flight arrangements are made under our own Air Travel Organiser's Licence number 0025. When you travel by air, land or on water, the relevant carrier's Conditions of Carriage will apply to your journey, some of which may limit liability, as set out under 'Our Liability to you'. All land and air travel arrangements, airlines, aircraft types, timings, routings and arrival airports are provisional until confirmed with our e-tickets and may change after this due to circumstances beyond our control.

Operational decisions may be taken by carriers and/or airports and other such authorities, resulting in delays, diversions or re-scheduling. As this is not within our control, we cannot accept liability for such situations. In a force majeure situation, such as severe weather conditions or industrial disputes, we reserve the right to substitute airlines/aircraft and make any necessary alteration to your travel arrangements, including a change of airport and method of carriage, to enable us to fulfil our package holiday promise to transport you to and from the resort or your UK departure airport.

We are also obliged to bring to your attention the existence of a 'community list' of airlines that are banned from operating within the EU. To view it go to www.europa.eu and search on banned airlines.

a) Flights: Pregnant women are usually eligible to fly up to the 28<sup>th</sup> week of pregnancy on the date of return travel, but as this may vary, please check beforehand with both your doctor and the relevant airline. Children under 2 years of age on the return date of travel must sit on a parent's lap and are not entitled to a luggage allowance or catering. Civil Aviation Authority regulations dictate that a child of 2 years or older on the date of return travel must have its own air seat and will otherwise be denied boarding by the airline. Such a child must be booked and priced accordingly for the entirety of the holiday.

Seat allocations are handled by the airline, not Inghams, and seats together cannot be guaranteed in all cases, particularly if you arrive later for check-in, although check-in staff and cabin crew will do their best. Clearly, when a flight is full for example, it may be physically impossible to seat every single passenger as they would wish. Most of our flights are operated on a 'Buy-on-Board' basis for snacks and drinks, but we cannot guarantee that this service will always be available or that the airline will cater for special dietary requirements.

b) Flight changes, delays and diversions: In the unlikely event of a flight delay, the airline will endeavour to keep you informed and provide you with refreshments and or meals in accordance with their obligations under the EU Denied Boarding Regulations (copies will be available at the airline counter) where it is operationally feasible to do so. In the event of extended delays, we will endeavour to make arrangements for overnight accommodation for you, though this cannot be guaranteed, and will depend upon local availability. You will be responsible for any accommodation costs as these cannot be borne by Hotelplan Ltd and you should be able to reclaim the costs against your insurance policy. If your flight is delayed due to reasons of force majeure such as weather conditions (either in the UK or overseas), industrial action, natural disasters, closure or congestion of airports, etc. we regret that neither we nor the airline will be liable to provide meals, refreshments or overnight accommodation.

You should ensure that your own travel insurance policy provides a reasonable level of cover for such events. If you consider that you have a claim under EU261/2004 regulations in the event of a flight delay or cancellation you should approach the airline concerned, not Inghams, as these regulations apply to airlines not tour operators.

Inghams cannot offer compensation for inconvenience or loss of holiday time caused by flight delays, flight diversions or curtailment regardless of how caused. Similarly, it is not possible to obtain refunds for any unused accommodation or facilities or for losses, costs and expenses of other travel/accommodation arrangements outside of the package holiday resulting from flight changes, delays or diversions, which should be claimed on your own insurance policy.

Very rarely we may be forced by, for example, adverse weather conditions or road closures (not necessarily in your chosen resort) to make alternative arrangements and in the interests of safety for your outward and/or return journey (generally at the point of flight departure and dependent upon availability of local facilities) the cost of which, if not covered by the airline, must be claimed on your own travel insurance. In such circumstances we will endeavour to provide reasonable assistance with alternative arrangements, but you will not be entitled to additional compensation. If you are using connecting or internal flights either outbound or homebound to connect with our flights and experience a delay, we ask that you telephone us to inform us of your amended travel arrangements. Relevant contact details can be found on our website in the Pre-departure Information. Please note that we do not accept responsibility in the event of any delay to, or if you miss, connecting flights or other services that have not been booked through us. If you are booking connecting flights we would recommend that you purchase a ticket which may allow a degree of flexibility in the event of any delay or change to your advertised flight timings. If your flight is delayed resulting in late arrival in resort (i.e. after 9pm) you will usually be offered a cold plate or a reduced menu on arrival.

On your return journey to the UK our obligation, particularly in a force majeure situation, is to provide transportation back to your original UK departure airport. To do this we reserve the right to substitute airlines/aircraft and make any necessary alteration to your travel arrangements, including a change of method of carriage. Return flights may be arranged to an alternative airport in the UK with onward surface transportation to your original airport. In such circumstances transportation costs will be met by Inghams but we will not be responsible for the provision or cost of meals, telephone calls, additional parking or homeward transportation expenses. Please note that we will not accept responsibility for alternative travel arrangements you choose to make yourself and in no circumstances will we accept responsibility for loss of earnings or professional fees.

c) Baggage and baggage allowance: The baggage allowance for our flights as advised with your flight e-tickets (normally 15-20kgs per person, excluding infants) must not be exceeded in any circumstances, or check-in staff may levy excess baggage charges or be unable to place your luggage on the flight. Baggage allowance on economy class scheduled flights is limited to one piece of hold baggage per person (excluding infants) and weight restrictions should be checked with the airline concerned. If you are travelling on a low-cost airline (e.g. EasyJet) we will automatically reserve the carriage of one piece of baggage for you. All your belongings remain your responsibility at all times and Hotelplan Ltd will not be held responsible for any items being mislaid, loaded onto wrong coaches, left behind etc.

It is normally your responsibility to manage your baggage at all times including its transfer on and off transfer vehicles and to and from the hotel or property you are residing in. No liability is accepted for misplacement of items, leaving items/luggage behind or mistaking someone else's luggage for your own or another guest/person taking your luggage off any transfer, believing it to be their own or otherwise. Hotelplan Ltd. accepts no responsibility for luggage lost or damaged by the airline, airport baggage handlers, coach drivers, fly-rail luggage services, courier services or such like and if this occurs, you should notify the service provider immediately of any problem that has arisen. You should contact the airline, airport or coach company directly and use your travel insurance for any resulting claim. Baggage allowance may change if your carrier changes.

## 14: ADDED ON EXTRAS

# (a) Your Contract

When making a booking for 'extra services' (such as excursions) we will arrange for you to enter into a contract with the supplier/principal of the extra services in question (the "Service Provider") named on your receipt or Confirmation Invoice. When we, on behalf of the Service Provider issue a written confirmation to you, this signifies that the Service Provider has entered into a contract with you. Please Note: we will be acting as an agent in the sale of such extra services regardless of whether those extra services are purchased via ourselves or one of us in-resort representatives. The information that we provide in our brochure, on our website and in resort has been provided by the Service Provider.

As an agent we accept no responsibility for the acts or omissions of the Service Provider or for the services provided by the Service Provider. The Service Provider's terms & conditions will apply to your booking and we advise you to read these carefully as they do contain important information about your booking. Please ask us for copies of these if you do not have them.

If you are not entirely satisfied with the Service, you should contact the Service Provider immediately and attempt to resolve the problem on site during the holiday. This is very important, as it gives the Service Provider the opportunity to understand the nature of your concern and respond quickly and effectively. Claims that have not been registered with the Service Provider or with us as soon as possible during your holiday cannot be accepted. The Service Provider should be given the opportunity to rectify a situation. Please help the Service Provider to help you by following this procedure. If after that you still feel that the problem has not been resolved to your satisfaction, you should within 14 days of the end of the holiday put comments in writing to us. Where it is not possible to resolve the concern directly with the Service Provider, you should contact our Resort Representative for assistance.

If you fail to follow this simple complaint procedure, your right to claim any compensation you may otherwise have been entitled to may be affected or even lost as a result. We will endeavour to assist in resolving any dissatisfaction but do so purely on a goodwill basis and without any responsibility for any complaints or claims.

## (b) - Cancellation and Amendment

Should you wish to change or cancel any booking for extra services, you should send your request to us in writing, by email or post. Your request will take effect from the day we receive it. Please ensure that you have received written confirmation of any changes to your booking prior to travel. Amendments and cancellations can only be accepted in accordance with the terms and conditions of the Service Provider of your extra services. The Service Provider may charge the cancellation or amendment charges shown in their booking conditions (which may be as much as 100% of the cost of the extra services and will normally increase closer to the date of departure).

In addition, we may ask you to pay an administration fee of £25 per person for any amendments. You will be notified of the exact charges at the time of amendment or cancellation and it is recommended that you contact us prior to amendment or cancellation in order to confirm the charges applicable.

# (c) - Changes or Cancellations by the Supplier/Principal

We will inform you of any changes or cancellations made by the Service Provider as soon as reasonably possible. If the Service Provider offers alternative arrangements or a refund, you will need to let us know your choice within the stipulated time frame. If you fail to do so the Service Provider is entitled to assume you wish to receive a full refund. We accept no liability

for any changes or cancellations made to your arrangements by the Service Provider under your contract with them.

# (d) - Our Responsibility for Your Booking

Your contract is with the Service Provider and its booking conditions apply. As agent, we accept no responsibility for the actual provision of the extra services. Our responsibilities are limited to making the booking in accordance with your instructions and taking payment on behalf of the Service Provider. We accept no responsibility for any information about the extra services that we pass on to you in good faith. However, in the event that we are found liable to you on any basis whatsoever, our maximum liability to you is limited to twice the cost of the commission earned in relation to your booking (or the appropriate proportion of this if not everyone on the booking is affected). We do not exclude or limit any liability for death or personal injury that arises as a result of our negligence or that of any of our employees whilst acting in the course of their employment.

# 15: VISAS, PASSPORTS AND HEALTH

The party leader is responsible for ensuring all party members are in possession of a valid passport (a full 10-year passport in the case of British Citizens over the age of 16 on return date) and meeting any other requirements brought about by Brexit. British Citizen children under 16 years old and not already on a parent's passport valid for the dates of travel, must have their own passport. Your specific passport, visa and immigration requirements, including any minimum required validity period beyond holiday dates, are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. Hotelplan Ltd accepts no liability if you cannot travel or re-enter the UK due to non-compliance. Your passport and any travel documentation you arrange must show the same surname and initials. If these details change between making the holiday reservation and departure from UK, you should have the travel documentation changed. If you do not have time, please carry the appropriate documentation, such as a marriage certificate, with you.

Full details of entry and stay requirements, visa and travel advice to your particular destination and for any travel information/restrictions, visit the foreign office website at www.gov.uk/knowbeforeyougo and the passport office website at www.passport.gov.uk for passport information.

Health: You are advised to obtain the Department of Health leaflet 'Health Advice for Travellers' at www.dh.gov.uk. You must also take with you your European Health Insurance Card (EHIC). Apply online at www.dh.gov.uk/travellers or by telephone: 0845 606 2030. You should take your EHIC card with you on holiday. Please be advised that the EHIC is not a replacement for fully comprehensive travel insurance, which you are required to take as outlined in our booking conditions. Please note that standards of healthcare and facilities may vary from one country to another and may not reach the same level as that enjoyed in the UK, If you have a pre-existing medical condition, you must inform your insurer and it is your responsibility to ensure that you have sufficient medication for your trip and you know how to administer it.

**Special Needs:** If you have any special requirements, it is essential you bring these to our attention at the earliest opportunity and before choosing your holiday, as some accommodation and resorts may be found to be unsuitable. It is therefore important you provide us promptly with written details of your requirements in order that we can help you find a suitable holiday. When booking excursions or events in resort, you should ensure that the excursion or event that you have chosen is suitable and that the provider is made aware of any special requirements that you may have, in order that they may make an informed decision as to the suitability of the excursion or event for you.

## **16: TRAVEL GUIDANCE**

The Foreign & Commonwealth Travel Advice Unit may have issued guidance on your destination. You can check through the ABTA Consumer Information Department on 020 7307 0500 or at www.gov.uk/knowbeforeyougo.

#### 17: DATA PROTECTION POLICY

Inghams staff, professional photographers or other guests will occasionally take photographs or videos, which may include adult or child guests from your family, for use in future brochures, websites or other marketing material. Unless you have advised us in writing that you do not wish your or your child's image to be used in this way, no liability for the use of such photographs will be accepted by Hotelplan UK Ltd. (Note that for your security, names or other details are never attached to such photographs.) Please note that we accept no liability where photographs or video footage has been taken by another guest and distributed independently by them or any other third party not associated with Hotelplan UK Ltd., for example on various social media.

Guest comments taken from questionnaires or other correspondence are occasionally used in the brochure and website, with the name of the family concerned, to give a 'guest's eye view' of our holidays. Unless you have advised us in writing that you do not wish your comments to be used in this way, no liability for the use of such comments will be accepted by Hotelplan UK Ltd.

In order to process your booking and to ensure your travel arrangements run smoothly and meet your requirements, we need to use the information you provide such as name, address, any special needs/ dietary requirements etc. We will not pass any information on to any person not responsible for part of your travel arrangements and we take full responsibility for ensuring that proper security measures are in place to protect your information. We must however pass the information on to the relevant suppliers of your holiday arrangements, such as airlines, hotels, transport companies etc. This information may also be used for future communications from Inghams and other Hotelplan group companies, (including for example the use of names and contact details for brochure mailings and e-newsletters) and it may also be provided to security and checking companies and public authorities such as customs/immigration if required by them or as required by law. If you do not agree to any or all such uses, you must advise us accordingly in writing by registered post.

Additionally, where your holiday or travel arrangements are outside the European Economic Area (EEA), controls on data protection in your destination may not be as strong as the legal requirements in this country. This applies to any sensitive information that you give us such as details of any disabilities, or dietary/religious requirements. If we cannot pass this information to the relevant suppliers, (whether in the EEA or not), we cannot provide your booking. In making this booking, you consent to this information being passed on to the relevant persons.

We do not share any information with third parties but we would like to hold your information, where collected by us, for our own future marketing purposes (for example to inform you of promotional offers or to send you brochures from Inghams or other Hotelplan UK Ltd. products). If you do not wish to receive such approaches in the future, please inform us as soon as possible. Please note: Telephone calls may be monitored for training purposes.

2019 Preview Edition - Valid from April 2018

#### **INGHAMS LAKES & MOUNTAINS GENERAL INFORMATION**

This section contains some additional information about our holiday provision, including what you can expect in our 'managed by Inghams' properties: the **Hotel Montfort**, the **Hotel Al Pigher**, and the **Hotel La Sapinière**. We suggest that you read this as, in conjunction with our Booking Conditions and brochure/website pages, this forms part of your holiday contract.

#### **ADDING EXTRAS**

We're delighted to be able to offer a whole host of extras to help you get the most out of your holiday with us, details of which can be found on our website and in our brochure. It's advisable that you book any extras at the time of booking, as we cannot guarantee that they can be added later and prices can change at any time. If you add these extras after confirming your booking, you will be charged the price applicable at the time those extras are booked, not at the time the holiday itself was booked. We try wherever possible to obtain special offers and discounts from our chosen suppliers to pass on to our guests, though these are subject to availability and can be withdrawn at any time. Please ask our Reservations team about any applicable offers when confirming your booking.

#### **IN-RESORT PURCHASES**

Payments in resort for excursions, optional activities, etc. booked in resort must be made at the point of booking in local currency cash, or by debit card or credit card. Card payments will be taken in sterling converted from the local currency price at the applicable exchange rate at that time. Exchange rate fluctuations may mean that the sterling price paid may not be exactly the same as the cost in local currency in your resort. Where paying with a Euro or Swiss Franc currency card, the local currency price will be debited from your account. Card payments cannot be processed after the Friday of your holiday for Saturday departures, and Tuesday for Wednesday departures, so cash payments are required for later settlement. We reserve the right to involve local police and/or deny return travel if due payments are withheld for any reason.

## **GROUP DISCOUNTS AND CHILD DISCOUNTS**

We're pleased to offer some great discounts to groups travelling together and to those travelling with children.

## **Group discounts**

To qualify as a group, all guests must book at the same time, for the same departure date, resort and duration, and all communication and payment must be organised through one named individual as the group leader. Group members may however travel by different routes or methods, and/or occupy different price room/apartment types, in which case the free places are allocated to the cheapest method and room-type used.

- The group size is calculated on the number of passengers paying the full adult brochure price. Any two children receiving a child discount of any level (except free places) or family choice reduction count together as one full-paying person.
- Only one free child place is allowed per group.
- FREE places and discounts are based on the adult basic price shown in the price panel, not including any applicable room, meal or flight supplements, or any other ancillary costs.
- Group FREE places cannot be combined with any other offers or discounts advertised, and any online booking discount except cash-back and hotel early booking offers.

- Later additions can be made to your group, subject to availability, but the original
  group discount will not be increased as a result of such additions. If your group size
  reduces after booking, the group discount will be reduced accordingly, and may be
  lost completely if all group conditions are no longer complied with, and re-costing
  may apply if room occupancy levels change.
- We have specific allocations of rooms at special Inghams rates in most hotels, and if
  extra rooms are required to accommodate your group, these may not be available at
  the same preferential rate, in which case 'extra to allocation' supplements may apply.
  If we have obtained such extra rooms to accommodate your group, we reserve the
  right to re-cost the holiday if your group later reduces in size.
- A £150 per person deposit is required from all group members, including those travelling on a FREE or reduced price place. The deposits taken against the FREE places will then be credited to the group's final balance payment.
- The names of all group members are required at the time of booking for all scheduled flights, and any subsequent change will incur an amendment fee, or with some scheduled airlines, cancellation and re-booking. For all charter flights, names are required within 14 days of booking, but we allow free name changes up to 28 days prior to departure, after which an administration fee for any further changes will apply. For scheduled services, charges will apply for any name change.
- Only one invoice will normally be issued per group, to the group leader, and an administration charge is payable for any group member/s requiring a separate invoice.
- The group leader is responsible for ensuring that every member of his/her group has appropriate travel insurance.
- Full payment must be made at least 10 weeks prior to departure by cheque, debit card or credit card.
- We reserve the right to restrict the total number of FREE places allowed across multiple groups in the same property on the same date at any time.
- All group bookings are 'subject to availability' which includes respecting the right of hoteliers to decline single-sex groups or groups above a certain size.

#### **Child discounts**

https://www.inghams.co.uk/lakes-mountains-holidays/holiday-types/family-summer-holidays

Except where stated, child FREE and discounted places are based on the child/children sharing the room with at least two full-paying guests. A maximum of two discounted child places (including a FREE place if applicable) is permitted per room/suite/cabin/apartment.

- FREE places are limited to one per booking. See page 261. FREE places and child discount percentages are calculated off the basic adult brochure price shown in the relevant price panel, not including room or flight supplements, insurance or any other applicable costs.
- Children on self-drive or accommodation-only holidays receive the same percentage discounts shown for European charter flights off the relevant adult basic self-drive or accommodation-only price.
- Only one FREE child place is allowed per group claiming a Group Discount.
- Infants under 2 years of age on the return travel date to the UK pay an Infant Administration Fee as shown below, provided that the infant travels on a parent's lap, and no flight, coach or train seat is used:

- £49 (when using charter flights) in European hotels and apartments, with direct payment to the accommodation owner of any cot-hire and linen charges, food and drink costs or other applicable charges (£99 on scheduled flights).
- £115 in our 'managed by Inghams' properties (please see p.15), where travel-cot hire, linen, baby food, use of highchair and changing mat is included in this price.
- Please note that infants do not have their own luggage allowance and must sit on a parent's lap on the flight and on the transfers.
- Child prices and FREE places cannot be combined with online discounts.
- The child reductions shown in the brochure are correct at the time of going to press but may be changed or withdrawn at any time. The correct price will be confirmed at time of booking.
- If dual parent families abuse our single parent discounts, we reserve the right to either cancel such bookings without notice or to re-invoice the booking at the correct price.

As they are by definition not 'full-paying guests', children receiving a FREE place or child discount do not count onwards the size of a Group for the purposes of calculating any Group Discount.

## **PRICES FROZEN**

Please note we compare with prevailing prices online or available by phone in Summer '18. We do not compare with prices printed in brochures produced months before.

#### CARRIAGE OF BICYCLES AND SPORTING EQUIPMENT

Please enquire at time of booking as charges will usually apply.

#### **IN RESORT**

Parents are reminded that children must remain under their control at all times. Age limits or qualifications may apply to several activities and it may be that a basic or reasonable level of fitness is required to partake in a certain activity or a requirement of swimming to take part in water-based activities. On occasion, passport evidence may also be required. Our Reservations team has full details and you should enquire before booking if any limitations to activities are of paramount importance to you.

No guarantee is given as to the specific length or time duration of each activity and some activities will require excess payments to be made for insurance purposes to partake in that activity. Each specific supplier will provide more details in resort.

Minimum numbers and/or suitable weather conditions are required for certain activities to take place. If the required numbers are not reached, or the weather prevents the activity taking place at all during your holiday, or the activity is withdrawn by the provider for any reason, any refunds must be negotiated directly with the provider and cannot be guaranteed by us as we act as an agent and are not responsible for the provision of the service or activity normally. Some excursions are subject to minimum numbers. It may also be the case that excursions do not start directly from the resort you are booked to stay in, and you may incur additional charges in travelling to the excursion departure point. Excursions can also be shared between resorts and the point of origin may not be from your resort.

No refunds or compensation will be paid by the service providers if you simply change your mind about taking part in an activity after booking it, or miss the transport provided, or fail to arrive at the designated meeting point on time, or, in your or the provider's judgment, cannot

physically cope with the activity. (If the latter is due to a physical injury, you should claim under your travel insurance policy.)

Any arrangements made by you independently of our company are entirely at your own risk and you should make sure you are appropriately insured.

## **SPECIAL REQUESTS**

Any special requests you have such as vegetarian or other special dietary meals, special facilities, specific room allocations or any other requirements you consider important, should be made known to us at the time of booking and advised to us promptly, in writing. If you require the fulfilment of your request to be a condition of your package holiday contract with us, this can only be done if you advise us in writing and our providers agree they can meet your request and we confirm this back to you in writing, separately to the Confirmation Invoice. See also our Important Information with regard to dietary requirements.

**Special Medical Requirements:** If you have any special/medical requirements, it is essential that you bring these to our attention at the earliest opportunity and before confirming your holiday, as some accommodation and resorts may be found to be unsuitable. It is therefore important that you provide us promptly with written details of your requirements in order that we can help you find a suitable holiday. When booking excursions or events in resort, you should ensure that the excursion or event that you have chosen is suitable and that the provider is made aware of any special requirements that you may have, in order that they may take an informed decision as to the suitability of the excursion or event for you.

#### **LOST PROPERTY**

A report of any lost item must be made immediately to your Resort Representative, if the loss is noticed whilst you are on holiday. If the item is not found and returned to you prior to your departure, you must report the loss to our Post-Departure Guest Services Team as soon as possible upon your return. You can do this by email to <a href="mailto:guest.services@inghams.co.uk">guest.services@inghams.co.uk</a> or by telephone on 01483 791144.

Please do give us a full description of the item lost, including any branding/distinguishing features. If found, the return of your property will carry a fee to cover the costs of returning it to you, normally £25 for small items and £60 for larger items such as bulky clothing/items and equipment. Additional charges may apply for the return of lost property from non-EU countries. No item will be returned unless this fee is paid in advance and arrangements for its return have been made via the UK office. We cannot guarantee the return of any item of lost property and our staff's involvement in tracing it shall not constitute acceptance of any liability for the item at any stage of the process. We regret that any items of lost property found and unclaimed 28 days after the holiday end date cannot be kept and will be disposed of.

#### **ACCURACY OF INFORMATION**

Our package holidays and other types of holiday arrangements may also be featured on websites owned and operated by travel agents and other organisations. We have absolutely no control over the content or maintenance of such sites and therefore we cannot accept any liability for information contained on them.

Where distance is quoted in time taken to walk, we have used as a guideline that 100m takes an adult one minute to walk in standard footwear under normal conditions. Clearly, timings will vary according to footwear, age, personal fitness and surface conditions.

The pictures shown in the brochure and on the website are included for their style and general relevance and are shown for illustration purposes and unless stated are not necessarily taken at the resort described. Photographs of rooms are intended to give an indication of the typical appearance, but rooms (including in 'managed by Inghams' properties) will inevitably vary in size, furnishing and decorative style, particularly where there has been partial refurbishment.

Where free minibus services are advertised, these may be subject to capacity restrictions, and/or be on a 'first come, first served' basis and could only run at set times, details of which are available in resort. We cannot be held responsible if you miss any, all or part of your other arrangements as a result of the late running or unavailability of these services.

Hotelplan Ltd cannot accept responsibility for any losses incurred as a result of industrial action in resort, e.g. strike action by lift operators, bus drivers, etc.

#### **TRANSFERS**

Please see the price panel on each resort page for transfer times. These are approximate and do not include refreshment/toilet stops. The times may also be affected by weather, road and traffic conditions. In particular, congestion during continental school holidays can cause delays, as may road closures due to roadworks, etc. It may be necessary to wait for guests arriving on other flights, but we try to keep waiting time to as short a time as possible in the circumstances.

Transfers can be by coach, shared mini-bus, train or car. Private transfers can be arranged at a supplement – please speak to our Reservations team for further information. "Short transfers" indicates a resort with driving times to/from the airport of 90 minutes or less in normal, undisrupted weather and traffic conditions. Transfers are not always accompanied by an Inghams Representative, though you will usually be met at your arrival airport. The transfer into resort may not stop directly outside your property and at times, a feeder may be provided (if applicable). If you require assistance to the door of your accommodation, please contact our Reservations team.

Although many coaches are equipped with toilets, they are not always available for use, for a variety of reasons. European coaches do not always have fitted seatbelts. Infants under the age of 2 years on the return date of travel must sit on a parent's lap. It is not normally possible to show children's videos on coach transfers. Some properties are not situated close to coach-accessible roads and walks from 50 to 400 metres, sometimes with gradients, are necessary on arrival and departure. Please see the property description and if this is important to you call our Reservations team. Transfers will endeavour to drop you off directly outside your accommodation wherever possible, but there may be times where, due to adverse weather conditions or other circumstances beyond our control, this may not be possible. We will not accept liability for this and no compensation will be offered where you are required to walk some distance to your accommodation.

On occasions there may be waiting times for other flights to join your transfer to resort, and transfers may sometimes involve a change of vehicle en route. Your return transfer coach may also carry guests from more than one flight and this may affect your departure time from resort. In the event of a flight diversion to an outbound flight for whatever reason, Inghams will endeavour to arrange coaches and staff to be at the alternative airport to meet you, but this cannot be guaranteed at short notice and we ask for your patience and understanding. No liability will be accepted if a diversion causes a delay at the arrival airport and/or a longer than advertised transfer to resort. Restrictions on drivers' working hours can occasionally affect coach availability and may result in delays.

Independent Travel: Please note that you should plan to arrive at your accommodation after 4pm on arrival day and to leave by 10am on your departure day. Very few properties have parking spaces for self-drive guests and others have extremely limited spaces or no space at all. Public parking in resort is always subject to availability and will normally incur a charge which you pay locally. If arranging your own flights, it will not be possible to join Inghams' coach transfers, and you should be aware that it can be extremely expensive to arrange transfers by taxi from your arrival airport to the resort. There will not normally be any price reduction in the event that you choose not to use our flights.

## **ACCOMMODATION INFORMATION**

**Bedrooms:** The size, decor, soundproofing, style and furnishing of bedrooms can differ markedly, even within the same property. There is also considerable variation in floor space, head clearance, clothes storage facilities (sometimes very limited), types of bed and bedding. In certain locations, particularly in Austria and Switzerland, a twin is commonly accepted as referring to two separate mattresses and duvets contained in one large frame. Beds may be sofa beds or chair beds, particularly where part of the room is intended as either a sitting area or sleeping area.

**Check–in/check-out times:** Your room will normally be available from 4pm onwards but please bear with the accommodation if it takes longer. Check-out times may be before 10am or before your departure from resort.

**Balconies/Terraces:** Where a supplement has been paid for a balcony or a terrace, neither a specific view nor aspect is guaranteed. Neither should it be assumed that a balcony will include seating or a panoramic view, whether seated or not. In some cases, they may be 'Juliette' style balconies, with limited floor space. Views from balconies, windows and terraces may be restricted by trees/foliage or other factors beyond our control and no express or implied representation is made regarding there being a 'view' of any kind. The balcony or terrace may be private or shared.

**Seating areas:** may not typically consist of a full lounge or separate lounge area, but will normally include chair(s), a sofa or other forms of seating.

**Security:** We cannot be held responsible for the damage to, loss or theft of personal belongings or equipment from any accommodation.

**TV:** Where a TV is advertised, no guarantee is implied as to how many English-speaking channels will be available, if any, including Satellite TV.

**Leisure facilities:** Swimming pool, hot-tub, spa-bath and sauna temperatures are determined by the management or owners in accordance with local regulations or guidelines and may not always match guests' expectations. Leisure facilities may be subject to limited opening hours, and there may be restrictions on their use by children. Should any leisure facility become unavailable for any reason, we cannot guarantee being able to repair or replace it during your holiday, and do not offer compensation for inconvenience or curtailed use in such an event.

**Wi-Fi/Internet Access:** Where Wi-Fi or internet access is indicated in a property description, this belongs to the property and its availability is outside our control. In some more remote resorts signal strength may be limited throughout the whole resort and not just in our properties. No guarantee is given or implied that it will be operative during your holiday; you will not be advised in advance if this facility is removed, and no compensation or refund will be paid if it is not available for whatever reason. Charges may apply. In some

mountain resorts, signal strength is limited throughout the village, not just in individual properties.

We ask for your understanding and patience in remembering that the connections in the mountains are not as reliable or as strong as you may be used to in the UK. The connections will, in normal circumstances, be suitable for the checking of emails and basic web-browsing, but the downloading and streaming of films and other media will not be possible. We also request that you limit usage to one device per person, to avoid overloading the system and thereby restricting its availability to other guests. Safe-keeping of your laptop computer/tablet/smartphone is your own responsibility, as is ensuring that it is properly insured for the circumstances above; no liability will be accepted for damage to or loss or theft of laptops from accommodation, including if your insurance company refuses to pay out for any reason. We also accept no liability for any loss of data or virus infection to your device whilst on holiday with us, however caused.

**Lifts:** Please note that in some properties, lifts may not directly service all floors and access to and from these floors may be by stairway only. Not all properties have lifts.

**Views:** Views may be restricted, and no express or implied representation is made regarding there being a 'view' of any kind from a window, balcony or the room itself. It should not be assumed the "view" can be visible from all parts of the room, window or balcony, whether seated or standing. Views may sometimes be restricted by trees or foliage etc. and other factors beyond our control.

**New-Build Projects & Refurbishments:** A number of our featured properties are newly built or substantially converted or refurbished for us each season, and we take every possible care with the owners to ensure that each such property is completed on schedule. Clearly however, matters outside our direct control, such as local authorities or adverse weather at critical times for example, can occasionally cause delays, and/or there may be changes to the designer's or architect's plans upon which we have based our description. In the event that either eventuality happens, we will advise you as soon as any impact on your holiday is clear.

If the impact of the change is such that we reasonably classify it as a major factor, we will offer the choice of either a) a specific alternative holiday, b) the opportunity to purchase another holiday from us at the current selling price, or c) cancelling your holiday and receiving a full refund of all monies paid. If the alternative offered involves a change of resort, compensation will also be paid in accordance with paragraph 5 of the main Booking Conditions. No further compensation shall be payable for changes caused by late delivery of new-build or refurbished properties, or changes to architects' or designers' plans, and Inghams' liability in such cases shall be limited to the provision or conversion of the above three alternatives.

#### - SPECIFIC TO 'MANAGED BY INGHAMS' PROPERTIES

The Hotel Montfort (Lech), Hotel Al Pigher (La Villa) and Hotel Sapinière (Chamonix).

In general, the price you pay reflects the standard of the accommodation you choose, but prices can also be influenced by location in resort, staffing ratios, transfer costs and, in particular, regional differences in rentals. Our 'managed by Inghams' properties are not allocated a category or grading by national tourist authorities.

Please note that hotels managed by Inghams employ carefully selected staff who receive comprehensive training from us, therefore they are not the same as 'Hotels',

# and they are run as larger scale chalets by Inghams employees who are not necessarily trained hospitality professionals.

Accommodation will comply with any appropriate local standards of the country in which the property is situated which may differ from UK standards. Rooms and facilities can vary greatly, and a degree of tolerance is needed when it comes to alpine standards of plumbing, electrics, hot water supplies, Wi-Fi and space. Seating areas may not typically consist of a full lounge or separate lounge area, but will normally include chair(s), a sofa or other forms of seating. Please be aware though there may not be sufficient soft seating for every guest.

When two figures are given for the capacity of a 'managed by Inghams' hotel, the lower one is the normal occupancy figure, based on regular beds including sofa-beds in some cases. The higher figure allows for increased occupancy, using put-u-up beds. Neither figure includes infants occupying cots. Put-u-ups and sofa-beds may cause inconvenience because of limited space. Because of the ability to add additional beds, the brochure/website figures are not guaranteed as absolute and are subject to change. Please therefore confirm the capacity when you make your telephone reservation. Our Reservations team describe cot or put-u-up space as 'squashed' or 'very squashed' where appropriate; please ask for advice if bedroom space is important to you. Where bunk beds are present in accommodation, they may not be comparable to standard full-size single beds.

If separate bookings are sharing the property, we are not able to disclose any details appertaining to other guests.

# What's included in our 'managed by Inghams' hotels:

- **Breakfast:** Continental buffet breakfast is provided 7 days a week. A packed breakfast for those on early departing excursions will be provided
- Packed lunches (choose and make up your own to suit you) available 5 days at the Hotel Sapinière and 7 days at the Hotel Montfort and Hotel Al Pigher.
- Afternoon tea and coffee with cake on 5 days for Hotel Sapinière and 7 days at Hotel Montfort and Hotel Al Pigher
- 3 course buffet evening meal with tea/coffee 5 nights. (7 nights in the 'managed by Inghams' Hotel Montfort, Lech). Buffets will follow a set menu and typically include a choice of salad/soup to start, meat/fish for main course and dessert/cheese. Speciality coffees may be available at an additional charge.
- Choice of complimentary quality wines during the evening meal service.
- Bed linen, one bath towel, one hand towel per guest per week.
- · All overseas taxes.
- Service of a resort representative who will visit or be contactable by phone during the week.
- Hotels managed by Inghams are non-smoking.
- FREE Wi-Fi in public areas.
- The services of our friendly Inghams staff.
- All have comfortable lounges and a bar.

**Exclusive Use:** You can book our Inghams-run hotels for exclusive use for your group or family. This means that no other guests will be in residence, however Inghams' staff and/or members of the property owner's staff/family may occupy parts of the building or use them as a resort office, store room or similar. Please ask for written details if this matter is important to you.

If you cannot fill all the advertised minimum-occupancy beds, a supplement is payable that replaces the total room under occupancy supplements. We do not permit non-guests of our managed hotels to dine in our properties.

**Under-occupancy:** As mentioned above, we ask you to contribute towards our loss if you reserve rooms for your exclusive use, but do not fill all the beds. Unless otherwise indicated, the supplement per empty bed payable is one half of the basic adult air-inclusive price per empty bed space. If a group wishes to have exclusive use, we reserve the right to limit the number of beds left unoccupied. Please check with our Reservations team if you wish to pay empty bed supplements for more than 20% of the beds in a chalet. During peak periods this percentage will also generally be increased.

**Our Diamond ratings:** As hotels managed by Inghams are not awarded an official rating, we have developed our own "Diamond" rating system, which cannot be compared with any official rating categorisation and is there to give an indication of the standard and style of our properties in comparison to one another. Our ratings are based on senior management inspections and previous guests' feedback where available, and naturally a certain amount of personal opinion is involved. We emphasise that these are not official ratings and cannot be compared in any way with any official or other independent system of accommodation ratings. Catering arrangements and standards are the same for all Hotels managed by Inghams, irrespective of their diamond rating.

**Damage deposit:** We reserve the right to apply a damage deposit of up to £1,000 per booking either in the UK prior to departure or on arrival in resort. This is payable either by debit or credit card, or by bank transfer. We appreciate that normal usage causes wear upon furniture, fixtures and fittings and this is always taken in to consideration, but actual damage caused by guests, either by accident or negligence, must be paid for by the person who caused it, or by the party leader of the group, or will be retained from the damage deposit (where taken).

**Bedrooms:** The size, decor, soundproofing and furnishing of bedrooms can differ markedly, even within the same property. There is also considerable variation in floor space, head clearance, clothes storage facilities (sometimes very limited), types of bed and bedding. In some instances, bedrooms lead from communal rooms. Some rooms are listed as 'under eaves', which can at times limit head clearance by way of low beams and/or the slant of the roof. We make every effort to describe bedrooms as accurately as possible and to this end we have introduced the term **SUITE** (where there are distinctly separate sleeping areas, e.g. a bedroom and separate living room with sofa-bed) and **ROOM** (where all beds are in one area).

We recommend that you stress special room requirements at the time of booking. Some bedrooms and suites have kitchenettes reflecting their occasional use for self-catering. They are not equipped for use and for safety reasons we disconnect most of the electrical and gas equipment. Beds may be sofa beds or chair beds, particularly in family accommodation where part of the room is intended as either a sleeping area or a sitting area. Some rooms may provide an 'Austrian twin' or 'Continental twin' (i.e. a double bed frame with two single mattresses and two single duvets) in rooms described as doubles or twins. You must advise us in writing if this is not acceptable to anyone included on your booking.

**En Suite Facilities:** These will always include a bath or mini-bath or shower, but do not necessarily include toilets - please see the individual property's 'Accommodation Summary' for details of each room's precise facilities. Bathrooms may not always have full size baths and showers may not always have a shower tray or curtain.

Cleaning and hygiene: Your bedroom will normally be clean and tidy for your arrival (subject to guests' departure/arrival times) and en suite bathrooms will be cleaned once, mid-week, during your stay. Otherwise its state is left to you. Staff will normally empty your accessible waste bins each day and clean all communal rooms (except on their day off).

We are particularly conscious of the need for catering hygiene and during their pre-season training course, all our catering staff will have been trained to the City & Guilds Level 2 in

Food Safety. Our managers also carry out spot checks and full hygiene inspections regularly. If you are unhappy with any aspect of hygiene or cleaning, please raise the matter immediately in resort so that appropriate action can be taken. Our Reservations team can give details of laundry facilities in resort as hotels do not have facilities for guests to use. Rooms must be vacated by 10am on departure day, so they can be made ready for arriving guests. Our properties are subject to local health, hygiene and fire safety regulations and are regularly inspected. In addition, all hotels comply with applicable local fire standards.

**Security:** Our 'managed by Inghams' hotels do not have safes for securing guests' valuables and it is unusual for them to be locked during the day or overnight, or for there to be locks on bedroom doors, though there will normally be a night porter on duty. In many cases we offer keys, key cards or combination locks, for which a deposit may be payable, but this cannot be guaranteed. Although we do not specify these points in each hotel description, if it is of concern please ask our Reservations team for details. We cannot accept liability for the damage to, loss or theft of personal belongings or equipment from any accommodation.

**Slipper Zones:** We ask guests not to wear outdoor shoes or boots inside our hotels for reasons of hygiene and to protect the furnishings and fittings, so please ensure that you take slippers or indoor shoes with you.

**Smoking:** We operate a strict no-smoking policy in all our 'managed by Inghams' hotels, which includes the use of E-Cigarettes. A guest who breaches this policy will be liable to pay a fine of €100/CHF150 to pay for additional deep-cleaning required and will be liable for all other consequential damages sought against Hotelplan Ltd by its other guests and/or the property owners.

**Pets:** Notwithstanding changes to UK legislation, we do not permit pets in our properties.

Leisure facilities: Swimming-pool, hot-tub, spa-bath and sauna temperatures are determined by the owners in accordance with local regulations or guidelines and may not always match guests' expectations. Leisure facilities may be subject to limited opening hours, i.e. 4pm-7pm. We do not recommend that children or those suffering with heart conditions use hot-tubs, saunas or steam rooms. Leisure facilities, particularly hot-tubs, are normally out of use for at least one day per week while they are cleaned. Should any leisure facility become unavailable for any reason, we cannot guarantee being able to repair or replace it during your holiday, and do not offer compensation for inconvenience or curtailed use in such an event.

We do not normally provide separate towels for leisure facilities, so we suggest you bring your own towels for use of such leisure facilities.

Please note that there are no Lifeguards on duty and we cannot guarantee staff will be available in or around the pool or hot-tub area at all times. Please note that you use all such leisure facilities at your own risk and are responsible in particular for your children's safety in leisure facilities at all times.

**Porterage:** is not included in the cost of the holiday. If you allow our staff or coach drivers to assist with the transfer of your luggage from or to the main coach and/or feeder vehicles, you do so at your own risk as we do not accept responsibility for your luggage at any time and you remain responsible at all times for ensuring your luggage is on the appropriate vehicle.

**Season start-up:** We work hard to train all our staff pre-season to the standard required to deliver our brochured services, but our holiday prices are kept low for the first week of the season, reflecting the need for a degree of tolerance from our guests for the fact that staff are settling in to new roles.

Catering for Adults: Breakfast is run on a self-service basis normally between 8 and 9am and typically comprises: fruit juices, cereals, bread, cold meats, cheeses and preserves. There is of course unlimited tea and coffee. The milk supplied is likely to be UHT. Breakfast can be a crowded affair, so a degree of patience may be needed. For afternoon tea our staff provide a cake (except on their day off) and guests should help themselves to tea and coffee.

Dinner is served around 7pm and includes complimentary wine and tea/coffee. On the first evening, due to different arrival times of guests, dinner will be served at the convenience of the majority. We do not permit non-guests to dine in hotels managed by Inghams, except in exceptional circumstances and only if agreed in writing at time of booking. Please note that dinner is strictly an adults and teenagers only occasion and children 11 years old and under on the holiday start date are not allowed at the dinner table, but instead are served Children's High Tea, as below.

Catering for Children: Breakfast and afternoon tea options as offered for adults above.

Children's High Tea will be served at approximately 5.30pm for all children and is included in the brochure price paid. It is optional, however, that parents may elect to have their children join them at adult dinner in our Inghams-run hotels on the basis that:

- i) a charge of £39 per child per week supplement is paid to upgrade to a full adult menu; or
- ii) £55 per child for holidays of a 10 or 11-night duration. Upon paying the relevant supplement, children will therefore be served an adult menu all week. Please note, there is not an option to switch between children's high tea and adult menu throughout the week. We cannot accept liability if we are not informed of the child's age.

**Special diets, allergies & intolerances:** If you have a serious allergy which requires a special diet to be prepared separately from other guests' food, your booking cannot be confirmed until we have been able to confirm we can supply such a diet, even if you receive a booking confirmation invoice in the interim (see extreme food allergies below).

## **Vegetarian meals:** A vegetarian option is always available.

Other special diets (e.g. vegan, gluten-free, dairy-free, wheat-free, low fat/cholesterol, specific food allergies, etc.) can normally be provided at 'hotels managed by Inghams' but must be discussed with our Reservations team before booking and may incur a supplement, per week to contribute towards the significant additional costs of ingredients and separate deliveries. All such dietary requests and/or food allergies must be confirmed to us in writing by email or registered post at least 14 days prior to departure. For any guests who advise us within 14 days, but no less than 4 days of arrival of a special dietary requirement, an increased supplement will be payable in resort to cover additional catering costs. We unfortunately are unable to accept special dietary requests within 4 days prior to departure and will be unable to cater for your needs.

We have a well-developed Food Allergy Policy in place, with a view to avoiding any allergic reaction incidents and shall exercise reasonable care to avoid specified food and drink ingredients if special diets are agreed at the time of booking and confirmed in writing as above.

However, in choosing to travel with us, you accept the following facts:- that staff involved in catering, including for children's meals, are generally not qualified catering professionals; that no food allergy system can ever provide a 100% guarantee against any contact with a specified foodstuff; that items such as eggs, dairy products and nuts are constantly present in kitchens and dining areas, so cross contamination cannot be ruled out; that our staff cannot police what snacks third parties may bring into contact with the allergic person; that staff may not be aware of precise food contents (where they do not speak the language in

which the ingredients are labelled, for example). We therefore cannot and do not guarantee the avoidance of specified ingredients and cannot accept liability in the event of any dissatisfaction with special dietary arrangements, including the occurrence of an allergic reaction.

**Extreme food allergies:** Where a food allergy is so severe that the slightest exposure to the substance in question could cause a life threatening anaphylactic reaction (for example where a reaction may be triggered other than by actually eating the foodstuff - such as by smell alone, or by minute trace elements on the hands of a staff member or another person), you must advise us in writing of the severe nature of the allergy at the time of booking. We then reserve the right to advise you that, in our considered view, the controls we are able to implement are insufficient to guarantee the safety of the person/s concerned, in which case should you choose to proceed with the booking, you do so entirely at your own risk, and would be asked to confirm this in writing in order to confirm the booking. If you fail to advise us of a known extreme allergy at the point of booking, you will be in breach of contract and we will therefore have no liability to you at all in the event of any incident.

**Our staff:** Most of our resort staff are younger than our adult guests, and some of our catering staff may not have professional catering qualifications. However, they have been chosen carefully, and undergo comprehensive training (staff who join us once the season is underway are trained in resort by the relevant managers). At the Sapinière, on two nights per week, guests have the opportunity to sample dining in one of the many local restaurants.

# SPECIFIC TO HOTELS, PENSIONS AND SELF-CATERING UNITS

At each of the hotel and apartment properties featured in the brochure and on our website, we have an allocation of rooms/apartments at contract rates and conditions. When this allocation is full, it may be possible for us to apply for additional rooms, if we are asked to do so, but these may not always be offered to us at 'contract' rates and therefore a supplement may apply. This may also occur if we are asked to obtain rooms of a type/standard not included in our normal allocation. Some partner hotels do offer a choice of smoking and non-smoking rooms. Requests for a preferred type should be made at time of booking but cannot be guaranteed. Some of the properties featured may also be pet-friendly. Whilst we do not offer pet-friendly holidays, private guests or guests booked with other tour operators may have the right to bring their pets to the hotel. If you have a pet allergy, you should discuss this with whoever you book with at the time.

**Extra Beds:** Where an extra bed is added, this may limit the space available and may be smaller than conventional sized single beds. Rooms with extra beds are still bookable for two-person occupancy, although, in this case, the hotelier may allocate a standard-sized twin-bedded room without extra beds. Single rooms do not always match up either in size or facilities to twin bedded rooms, even when a supplement is paid. If you require a cot, we advise you book a room that can take an extra bed, otherwise the room may feel cramped. Hotel charges for cots must be paid directly to the hotel.

**Air-conditioning:** even though the property may feature air-conditioning in the rooms, certain countries have strict policies on when the air-conditioning is operational during the season and this is governed by local law.

**Mezzanine levels:** Where mezzanine levels are described, they may be accessible by steep stairs and will typically be under the eaves in most units or hotels.

**Cleaning:** In apartments and self-catering apartments, it is generally accepted that a clean at the beginning of the week will occur. Your bedroom will be clean and tidy for your arrival, otherwise its state is left to you. You will also be required to leave your apartment in a tidy state at the end of your stay and some apartments may provide an end of stay checklist to

adhere to. It may also be the case that hotel rooms and all other accommodation are not cleaned on a daily basis.

**Hotel leisure facilities:** Some hotels, especially in Italy require you to wear a "bathing" cap whilst using the pool facilities.

Some hotels adopt a 'no swimwear' rule in respect of their sauna areas. Please note, each hotel has its own policy on this rule, which is subject to change without notice. In hotels with spas or wellness centres, massages/beauty treatments will normally be provided by the hotel's own wellness area staff, but in some cases will be available to book through the hotel with a visiting provider of these services.

Services provided by the accommodation: Where the accommodation provider offers a service such as childcare or kindergarten facilities, these services are offered and available for use by guests entirely at their own risk. There is no guarantee that the services offered will be equivalent to a UK standard and they may differ from the description of the facility published at the time.

**Dimensions:** Dimensions of rooms in hotels or apartments when quoted are approximate, and normally include the bathroom and the balcony area.

**Star Ratings/Country Standards:** Official star ratings, where available, are shown at the foot of the price panel and on the property description page on our website. They are primarily intended to give a guide to the range of facilities and services available in each property. As you would expect, 2 and 3-star properties generally have a more limited range of facilities and services than is available in 4 and 5-star properties. We also show our own Inghams rating of each property alongside the property name and above its description. These ratings are based on our own inspections of properties as well as on customer feedback as expressed in our questionnaires.

Our star rating is indicated by a green "star" ranging from HHH to HHHHH. In some cases, we award an additional half star where we believe a hotel offers better facilities and services than its official rating would suggest. Conversely, we may have downgraded a hotel to give a truer representation of the services and facilities offered. In general, the overall standard of services and facilities varies significantly from country to country within star categories. For example, an officially rated 4-star property may only possess 3-star standards (and vice versa) despite having an extensive range of services and facilities. This is because of the many different criteria that are used from country to country to assess star ratings.

Please note these criteria can differ significantly to those used in the UK by motoring and other organisations and UK ratings cannot therefore be compared to those used overseas. For example, few tourist authorities include an assessment of culinary performance in their ratings.

**Meal Arrangements:** If you book half board, the first meal you will receive will usually be dinner on the day of your arrival in the resort and the last meal will be breakfast on the morning of your departure from the resort. No drinks are included on a half board option (unless stipulated). Clients arriving late at a hotel will normally receive a cold meal. At peak times, some hotels may choose to seat clients together on larger tables. "All Inclusive" hotels include breakfast, a light lunch, evening meals and unlimited drinks in the basic holiday price (although set times and choices may apply at some hotels). Where packed lunches are provided as part of your accommodation stay, they will not be provided on the day of departure. Please note, some hotels can charge for tap water, or may only offer bottled water at an applicable charge.

**Annexes:** When annexes are used, these may be directly owned and controlled by the accommodation provider or contracted in private homes. They may either be joined to the main building or be within walking distance of the accommodation.

**Free upgrade offers:** Where a hotel offers 'free' upgrades on their rooms, these are subject to availability and may only be applicable to holidays taken in certain months of the season. The hotel may amend or withdraw this offer at any time during the season, without notice.