

# Sloveniaholidaycottages.com

Positive Impact Tours are the owners of The "Turret House" sloveniaholidaycottages.com are the booking agents for and on behalf of Positive Impact Tours Ltd

## *Turret House, Kanal Booking Conditions*

Please read carefully:

Positive Impact Tours ('the Company') accepts bookings subject to the following conditions:

### **1. Your Holiday Contract**

The contract is between the Company and the client, being any person renting or intending to rent accommodation operated by the Company. The contract, including all matters arising from it, is subject to English law and the exclusive jurisdiction of the English Courts. No employee of the Company other than a director has authority to vary or omit any of these terms or promise any discount or refund.

### **2. To Secure Your Booking**

*(Please refer to Section 14 Late Bookings)*

To secure a booking the Company or their agent requires a completed booking form and the necessary deposit (full payment for travel within 60 days.) Clients booking by telephone, on the website, by e-mail or facsimile will be deemed to have signed the Declaration on the booking form and agreed to the following two conditions:

- a) They have read and accepted our Booking Conditions
- b) The person booking or being deemed to book warrants that he/she has full authority to do so on behalf of all persons whose names appear thereon, and confirms that all such persons are fully aware of and accept these conditions.
- c) A booking is accepted and becomes definite only from the date when the Company or their agent sends a confirmation invoice. It is at this point that a contract between the Company and the client comes into existence. Before your booking is confirmed and a contract comes into force, the Company reserves the right to increase or decrease brochure prices. The Company or their agents reserve the right to decline any booking at their discretion.

### **3. Payment for Your Holiday**

The balance of all monies due, including any surcharges applicable at that time, must be paid to the Company or their agent not later than 56 days before departure. In the case of non-payment of the balance by the due date the Company reserves the right to cancel your booking and cancellation charges will apply.

### **4. If You Change Your Booking**

- a) An administration fee of £25 per booking plus any additional cost incurred will be charged if a confirmed booking is changed or transferred to a different departure date, up to 56 days prior to departure. Thereafter all changes will be treated as cancellations and subject to the charges below. Changes are subject to availability. For an administration fee of £25 you can request a credit voucher. This must be redeemed within 3 months of issue and must be used against a new booking. The voucher is non transferable and cannot be exchanged for cash.
- b) If a client is unable to travel, in certain circumstances which the Company considers reasonable, the booking may be transferred to another suitable person; however the booking arrangements must remain the same. If a transfer is allowed an administration charge of £25 per person will be made if the Company is advised up to 56 days before departure or £50 per person if less than 42 days before departure.

### **5. If You Cancel Your Booking**

Should the client wish to cancel, cancellation charges will be imposed. These are calculated from the day written notification is received by the Company or their agent as a percentage of the total booking price, including surcharges, as shown below:

- a) 56 and more days before departure - retention of deposit

- b) 41-48 days before departure - 30%
- c) 47-28 days before departure - 60%
- d) 27-14 days before departure - 90%
- e) Less than 14 days - 100%

It is strongly recommended that full insurance is taken out, which includes cover, under certain circumstances, against the loss of deposit or cancellation charges.

#### **6. If You Have a Complaint**

Should the client have a complaint about any of the arrangements, the client must tell the Company's representative at the time. It is only if the Company knows about problems that there will be the opportunity to put things right. Failure to complain on the spot will result in the client's ability to claim compensation from the Company being extinguished or at least reduced. If the client has a dispute with the Company which the client is unable to resolve, the client may call upon an independent arbitrator. Claims which exceed £2,500 per person or £10,000 per booking form or claims which apply principally or exclusively in respect of (or as a consequence of) illness or physical injury are not admissible for settlement under the service.

#### **7. Passports, Visas and Vaccinations**

Clients are responsible for arranging, and must be in possession of, a valid passport and any visas and vaccination certificates required for the whole of their journey. Information about these matters or related items (climate, clothing, baggage, personal gear etc) is given in good faith but without responsibility on the part of the Company.

#### **8. Travel and Cancellation Insurance**

Travel Insurance is strongly recommended for all clients whilst renting accommodation operated by the Company. Clients together with their personal property including baggage are at all times solely at their own risk. Clients are wholly responsible for arranging their own insurance. Clients are responsible for ensuring that they are in possession of private Travel Insurance with protection for the full duration of the holiday in respect of at least medical expenses, injury, death, repatriation, cancellation and curtailment, with adequate cover.

#### **9. Holiday Participation**

Clients agree to accept the authority and decisions of the Company's employees and agents whilst renting accommodation from the Company. If a client commits an illegal act the client may be excluded from the holiday. If you are affected by a condition, medical or otherwise, that might affect you or affect other people's enjoyment or active participation of the holiday, you must advise us at the time of booking. No refund will be given for any unused services.

#### **10. Surcharges**

We reserve the right to vary the price of your holiday in relation to changes in transportation costs, including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports or airports, or the exchange rates applied to the particular package. We will not vary the price of your holiday less than 30 days before your departure date, but if variations occur before that time, we will absorb or retain an amount up to the first 2% (excluding any amendment charges) of your invoiced holiday cost. For variations greater than 2%, we will still absorb the first 2% in the case of increases, but will not retain it from refunds. If we impose a surcharge which means paying more than 10% of your holiday price, you will be entitled to cancel your holiday with a full refund of all monies paid to us except for any premium paid for insurance and amendment charges. Should you decide to cancel because of this, you must exercise your right to do so within 14 days of the date of our surcharge invoice.

#### **11. If We Change Your Holiday**

While the Company will use its best endeavors to operate as advertised, it reserves the right to change any of the facilities, services, prices or itineraries described in this brochure and/or the website. If a major change is necessary or deemed advisable, the Company will inform the client as soon as reasonably possible, if there is time before departure.

#### **12. If we cancel your holiday**

The Company reserves the right to cancel a holiday in any circumstances but will not cancel a holiday less than 8 weeks before departure except for force majeure, consolidation or the client's failure to

pay the final balance. Unless the client fails to pay the final balance, the Company, upon cancellation, will return all monies paid.

### 13. Our Responsibility for Your Holiday

Clients bookings are accepted on the understanding that they appreciate programs and itineraries described in our brochure and/or website are only recommendations and the company takes no responsibility or liability for any activities that the client may pursue whilst staying in the accommodation that we offer.

- i. Our obligations, providing any service or facility included in your holiday, are to take reasonable skill and care to arrange for the provision of such services and facilities and, where we are actually providing the service or facility, to provide them and to do so with reasonable skill and care. You must show that reasonable skill and care has not been used if you wish to make any claim. Standards of, for example, safety, hygiene and quality vary throughout the transport and destinations that your holiday may involve. Sometimes these standards will be lower than those which would be expected to be found in the UK. The services and facilities included in your holiday will be deemed to be provided with reasonable skill and care if they comply with any local regulations which apply, or, if there are no applicable local regulations, if they are reasonable when compared to the local standards and customs.
- ii. Where the client does not suffer personal injury, the Company accepts liability should any part of the holiday arrangements booked with the Company not be supplied as described in this brochure and/or the website. In such a case, the Company will pay reasonable compensation if the clients enjoyment of the holiday arrangements has been adversely affected but will pay no compensation if there has been no fault on the part of the Company and the reason for the failure in the holiday arrangements was the client's fault, the actions of someone unconnected with the holiday arrangements or could not have been foreseen or avoided by the Company even if all due care was exercised.
- iii. For claims which involve death or personal injury, we accept, and will only have, liability subject to paragraphs (iv) and (v) below should we fail to satisfy the obligations detailed in paragraph (i) above. If we have liability, we will, subject to paragraphs (v) and (vi) below, pay you reasonable compensation.
- iv. We have liability in accordance with paragraphs (ii) and (iii) above and subject to paragraphs (v) and (vi) below except where the cause of the failure to provide, or failure in, your holiday or any death or personal injury you may suffer is not due to any fault on our part or that of our servants, agents, because it is either attributable to you, or attributable to someone unconnected with your holiday and is unforeseeable or unavoidable, or is due to unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which neither we, nor our servants, or agents could have foreseen or forestalled.
- v. If any international convention applies to or governs any of the services or facilities included in your holiday arranged or provided by us, and you make a claim against us of any nature arising out of death, injury, loss or damage suffered during or as a result of the provision of those services or facilities, our liability to pay you compensation and/or the amount (if any) of compensation payable to you by us will be limited in accordance with and/or in an identical manner to that provided for by the international convention concerned (in each case including in respect of the conditions of liability, the time for bringing any claim and the type and amount of any damages that can be awarded). International Conventions which may apply include: in respect of international air travel, the Warsaw Convention 1929 (including as amended by the Hague Protocol of 1955 and by any of the additional Montreal Protocol of 1975) or the Montreal Convention 1999; in respect of rail travel, the Berne Convention 1961; in respect of carriage by sea, the Athens Convention 1974; in respect of carriage by road, the Geneva Convention 1973; and, in respect of hotels, the Paris Convention 1962. For the avoidance of doubt, this means that we are to be regarded as having all benefit of any limitations of compensation contained in any of these Conventions or any other international conventions applicable to your holiday.
- vi. If you choose to issue court proceedings in respect of a claim against us, you must do so within 2 years of your return from holiday or within 2 years of first discovering the matters giving rise to the claim, if this is later. If you do not, then our liability to you will be limited in all cases to a sum of £100.
- vii. You must, if we are adjudged to have, or if we accept, liability for a claim that you make, assign to us any rights that you may have against any of our servants or agents which is in any way responsible for the failure of your holiday or any death or personal injury you may suffer.

You must also cooperate with us in any claim we choose to bring against any third party which we, in our discretion, deem to be so responsible.

- viii. Other than as set out above, and as is detailed elsewhere in these booking conditions, we shall have no legal liability whatsoever to you for any loss, damage, personal injury or death which you suffer arising directly or indirectly from any aspect of your holiday.

#### 14. Late Bookings

We emphasize the importance of making a booking at the earliest opportunity, because of the small group nature of our holidays. For bookings received within 6 weeks of departure we reserve the right to pass on any extra costs incurred.

For bookings received within 6 weeks of departure the Contract between the Company and the Client comes into existence once full payment has been made and received by Positive Impact Tours Positive Impact Tours Ltd. Registered address: 22 Castlemead Road, Rodborough, Stroud, Glos. GL5 3SF

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