

## **COTSWOLD WALKING HOLIDAY LTD.**

### **BOOKING FORM**

Tour Name:

Date of first overnight:

Number of days/nights:

Name :

Address:

Telephone number

Email address:

Date of Birth:

Where did you hear about us? (internet / word of mouth / other)

Any information or medication that we should be aware of:

Type of room requested: e.g. twin room / double room / single room

CONTACT PERSON FOR EMERGENCY

**Total price of holiday:**

**Booking Deposit:**

**I am making INITIAL PAYMENT/FULL PAYMENT now**

**Payment is by STERLING CHEQUE/CREDIT CARD**

VISA AND MASTERCARD ACCEPTED

If by Credit Card, please state **Card Number:**

**Expiry Date:**           **3 digit security code (on back): Please e-mail separately**

**Name on card:**

**Signature:**

**Date:**

Please return this form to:

Cotswold Walking Holidays. **77 Copt Elm Road, Cheltenham GL53 8AN**

Tel: 44-1242- 518888 Fax: 44-1242- 291600 email: [info@cotswoldwalks.com](mailto:info@cotswoldwalks.com)

**PLEASE SEE OUR BOOKING CONDITIONS OVERLEAF**

## **COTSWOLD WALKING HOLIDAYS LTD**

### **1. Booking and Payment Terms and Conditions**

Please complete the booking form and return it to us with a deposit of £15 per person per night. On receipt of your deposit, we will send you a confirmation invoice for the balance, which must reach us six weeks before the start of your holiday. A binding agreement will come into existence between us when we despatch this invoice. The date on which the final balance of your holiday is due is shown on the confirmation invoice. No further reminder is sent. If the balance is not paid in time we reserve the right to cancel your booking, retain your deposit and apply cancellation charges as set out below. If you book a holiday within six weeks of departure full payment is required at the time of booking. Payments may be made by cheque (made payable to 'Cotswold Walking Holidays'), debit card (Maestro, Delta, Solo, Electron or JCB), credit card (Mastercard, Visa). After full and final payment for your holiday has been received and generally about two weeks before the start of your holiday you will be sent the information relevant to your holiday by email, to include accommodation details and other information relevant to the holiday in question. Route instructions and maps may be sent either in advance or will be awaiting you at your first accommodation – this varies from holiday to holiday. In those case where the notes and maps would normally await you at the first accommodation, it may sometimes be possible to send them, if available, in advance at extra cost. In that case overseas guests should allow at least 14 days for delivery and if planning on departing 7 or more days before the start date of the holiday should advise us of this at the time of booking.

**2. Protection for your money:** Cotswold Walking Holidays are fully compliant with the Package Travel, Package Holidays and Package Tours Regulations 1992. In accordance with these regulations all clients booking with Cotswold Walking Holidays are fully protected for the initial deposit and subsequent prepayments by means of a client managed bank account lodged with the Bank of Scotland Plc. at Pentland House, 8 Lochside Avenue, Edinburgh, EH12 9DJ. The cover excludes money paid for flights, which must be protected separately. England. Tel: 0845 740 4404.

**3. Groups:** When making a group booking, the booking form must be signed by the person first named on the booking form (the party leader), accepting on behalf of all your party these booking conditions. The confirmation invoice and tour pack for the group will be sent to the party leader. Any questions concerning the holiday from members of the group should be sent to us by the party leader only.

**4. If you change your booking:** If you wish to make any changes to your booking prior to the due date for final payment, we will do our utmost to help, subject to an administrative charge of £25 per person. Alterations after this date will be treated as a cancellation of the original holiday and a new booking for a different holiday, and the charges set out in paragraph 5 will apply. Any alterations you wish to make to your booking must be notified to us in writing and be signed by the person who signed the booking form.

**5 If you cancel your booking:** Should you or any member of your party be forced to cancel your booking, you must do so in writing and this letter must be signed by the person who signed the booking form. The cancellation will take effect from the date that such written notice is received in this office. For a cancellation received more than 56 days before the start date of the holiday the deposit will be forfeit, whilst any other payment towards the cost of the holiday will be refunded. For later cancellations the deposit will be forfeit but any payment towards the holiday will be refunded less the following charges:

More than 42 days before the start:	Deposit only
42 - 29 days before the start:	30% of the balance
28 - 15 days before the start:	50% of the balance
14 - 8 days before the start	75% of the balance
1 – 7 days before the start	100% of balance

No refund can be given for a cancellation 7 or less days before the start of a holiday or whilst the holiday is in progress. In addition to the above charges, it may be necessary to add single room supplements to other members of a party where member(s) of that party cancel. These cancellation fees are implemented in all cases, so we recommend that you are fully covered by a comprehensive travel insurance policy.

**6. Website/Brochure information:** The information given in this website/brochure has been carefully checked and we believe that it is correct at the time of publication. We reserve the right to make changes and where they occur, they will be advised to you before the booking contract is concluded. If there are any changes to the published prices, these will be confirmed at the time of booking.

**7. Changes or cancellation by us:** Very occasionally we have to make changes to a holiday after a booking has been confirmed or cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations we must reserve the right to do so. If we have to cancel your holiday or make a significant change before departure (such as a change of accommodation to that of a lower official classification or standard for the whole or a major part of the time you are away, a change of accommodation area for the whole or a major part of the

time you are away or a change to the date of departure) we will tell you as soon as possible and you will have the choice of:

- (a) accepting the changed arrangements or
- (b) taking an alternative holiday (and where this is of a lower price we will refund the difference, but where the price is higher we may ask you to pay the difference) or
- (c) cancelling or accepting the cancellation and receiving a full refund of all monies paid.

Please note that the above options are not available where any change is a minor one (i.e. any change not included above). If we have to make a significant change or cancel, we will pay you compensation up to a maximum of £25 per person. Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where we have to cancel as a result of unusual and unforeseeable circumstances beyond our control or force majeure. We regret we cannot pay any expenses, costs or losses incurred by you as a result of any change or cancellation. No compensation will be payable if we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel, such as paying on time.

**8 Force majeure:** We regret we cannot accept any liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by, or you otherwise suffer any damage or loss as a result of force majeure. Force majeure means any event which we, or the supplier of the service(s) in question, could not, even with all due care, foresee or avoid. Such events include war or threat of war, riots, civil strife, terrorist activities, industrial disputes, fire, natural or nuclear disasters, adverse weather conditions and all similar events outside our control.

**9 Our responsibilities:** (1) We promise that your holiday arrangements will be made, performed or provided with reasonable skill and care. This means that we will accept responsibility if, for example, you suffer death or personal injury or your contracted arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing your arrangements. Further, we will be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment or carrying out work we had asked them to do. It is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. (2) We will not be responsible for any injury, illness, death, loss, damage, expense, cost or other claim of any description whatsoever which results from: -  
- the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or  
- the act(s) and/or omission(s) of a third party not connected with the provision of your arrangements and which were unforeseeable or unavoidable or  
- 'force majeure' as defined in clause 8 above.

(3) We limit the maximum amount we may have to pay you for any claims you may make against us. The maximum amount we will have to pay you where we are found liable for loss of and/or damage to any luggage or personal possessions (including money) is £50 per person affected unless a lower limitation applies to your claim under this clause or clause 9(4) below. For all other claims which do not involve death or personal injury, the maximum amount we will have to pay you if we are found liable to you on any basis is twice the price (excluding insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim under clause 9(4) below. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your holiday.

(4) Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any stay in a hotel, the maximum amount of compensation we will have to pay you will be limited. The most we will have to pay you for that claim or that part of a claim if we are found liable to you on any basis is the most the hotel keeper concerned would have to pay under the international convention or regulation which applies to the hotel stay in question. Where a hotel would not be obliged to make any payment to you under the applicable International Convention or Regulation in respect of a claim or part of a claim, we will not be obliged to make a payment to you for that claim or part of the claim. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the hotelier for the complaint or claim in question.

(5) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our brochure or on our website. For example any service or facility which your hotel or any other supplier agrees to provide for you.

(6) This clause 9 is intended to set out our obligations to you as an organiser under the Package Travel, Package Holidays and Package Tours Regulations 1992. We will not accept any further or different liability than these

Regulations impose. In addition, regardless of any contrary representations made by us, we only promise to use reasonable skill and care as set out above and we do not have any further or different liability to you.

(7) You must tell us and the supplier concerned about your claim or complaint as set out in clause 11 below. If asked to do so, you must transfer to us or our insurers any rights you have against whoever is responsible for your claim or complaint and provide ourselves and our insurers with all co-operation and assistance that may be reasonably required.

(8) We do not accept liability for (1) any damage, loss, expense or other sum(s) of any description which, based on the information you gave us at the time of booking, we could not have foreseen you would suffer or incur if we breached our contract with you; (2) any business losses.

**10. Your responsibilities:** In the interests of safety you must undertake to follow the advice in the guidebook or route notes provided, as well as that provided by anybody on our behalf, heed any warning or advisory notices encountered on your walk, follow the Country Code and act sensibly and prudently at all times.

**11. Luggage:** We transport your main luggage from place to place. It is, however, incumbent upon you to exercise reasonable care in the size and weight of your suitcases, to avoid potentially long-lasting physical harm to those whose responsibility it is to carry them. To that end we undertake to transport one suitcase per person, **each weighing no more than 15 kgs. Suitcases exceeding this weight will be subject to a daily charge of £10.**

**12. Complaints and problems:** In the unlikely event that you have any reason to complain or experience any problems with your holiday whilst away, you should contact our office immediately and we will do our best to resolve the problem straight away. Should it not be possible to resolve your complaint immediately, you should write to us, giving full details, within 14 days of the holiday's conclusion. Complaints received after this date can be very difficult to investigate.

**13. Jurisdiction:** We agree that any dispute, claim or other matter of any description which arises between us must be dealt with by the Courts of England and Wales only unless, in the case of Court proceedings, you live in Scotland or Northern Ireland. In this case, proceedings must either be brought in the Courts of your home country or those of England and Wales. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract and any dispute, claim or other matter of any description which arises between us governed by the law of Scotland/Northern Ireland as applicable (but if you do not so choose, English law will apply).

**14. Insurance:** We strongly recommend that you protect yourself, your equipment and luggage with a suitable holiday insurance policy. This insurance should also be arranged to cover non-returnable costs should you have to cancel your trip due to unexpected personal circumstances.

**15. Finally:** Your booking is accepted on the basis of the above conditions.