

Conditions of booking

Please read these booking conditions carefully; they are an important part of your contract for your holiday.

1. Holiday contract

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

2. Paying for your holiday

When you book your holiday you must pay the following deposit:

- Holidays in Britain at HF Holidays' Country Houses – £150 per person (Groups of 10+ at HF Holidays' Country Houses – £75 per person).
- Holidays in Europe – £150 per person.
- Worldwide, Trails and Island Hopping holidays – £250 per person.

Any money you pay to your travel agent will be held by him as your agent until we despatch our confirmation, from which point money will be held as agent for HFH. All monies paid to your travel agent for holidays by air are at all times held on behalf of HFH.

The balance of the price must be paid as follows:

- Holidays in Britain at HF Holidays' Country Houses – 4 weeks before departure (Groups of 10+ at HF Holidays' Country Houses – 6 weeks before departure).
- Holidays in Europe – 8 weeks before departure.
- Worldwide, Trails and Island Hopping holidays – 10 weeks before departure.

If you book within this period you must pay the full holiday price at the time of booking. If the balance is not paid in time we reserve the right to cancel your holiday, retain your deposit and apply cancellation charges as set in our paragraph 5.

3. If you change your booking

If after your booking has been confirmed you wish to transfer to a different holiday or departure date, we will make every effort to satisfy your requirements, however this may not always be possible. In instances where arrangements are already in place for a specific overseas holiday this may not be possible without loss of deposit.

Any request to change arrangements must be made in writing by the person who made the booking or their travel agent, not later than the date on which balance of the original holiday price is due for payment. Alterations made after this date will be regarded as a cancellation by you of the original holiday and a new booking for a different holiday, and the cancellation charges set out in paragraph 4 will apply.

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

All amendments and transfers will be subject to an amendment fee of £25 per person, plus any additional costs associated with the change.

4. If you cancel your booking

Should you, or any member of your party, decide to cancel your holiday booking you must advise us in writing; either by letter or by e-mail. A cancellation will take effect from the date that written notice is received at our office. As we incur costs in cancelling your arrangements you will have to pay the applicable cancellation charges shown in the table below – these show the proportion of the full holiday cost, including VAT.

Period before departure	Holidays at HF Holidays' Country Houses	Holidays to Europe	Worldwide, Island Hopping & Trails holidays
More than 70 days	Deposit	Deposit	Deposit
70 - 57 days	Deposit	Deposit	45%
56 - 50 days	Deposit	50%	60%
49 - 43 days	Deposit	60%	60%
42 -29 days	Deposit	60%	80%
28- 21 days	50%	80%	80%
21-15 days	70%	80%	80%
14- 8 days	90%	100%	100%
7 days or less	100%	100%	100%

If the reason for cancellation is covered under the terms of your holiday insurance policy you may be able to reclaim these charges. If you cancel your holiday we will not refund any insurance premiums, trekking permits, or flight payments paid at time of booking.

If you return home early from your holiday (or are unable to take part in the activity), we cannot refund the cost of any services you have not used. Depending on the circumstances you may be able to claim on your travel insurance.

5. Your participation on the holiday

Participation on our walk and activities requires an appropriate level of fitness. We reserve the right not to accept participants on our walks and activities if, in the reasonable opinion of the leader, this would compromise the safety or enjoyment of an individual or the group as a whole.

We reserve the unconditional right to refuse a booking or to debar a person from a holiday in the event of conduct which in our reasonable opinion is likely to cause distress, damage or annoyance to guests, employees, property or to any third party.

If you or any of your party do not take up your accommodation within 24 hours of the date of arrival shown on your confirmation, it will be offered for re-letting.

Parents or guardians undertake to accept full responsibility and supervision of and for their children at all times. We do not accept bookings from unaccompanied children under 18.

6. Prices

We reserve the right to alter the prices of any of our holidays. Prices on our website are updated regularly. We will advise you of the current price of the holiday before your booking is confirmed.

The price of your holiday may change after you have booked due to changes in fuel, taxes or fees, such as airport landing charges. We will not make any changes to the price of your holiday after the day on which the balance of your holiday is due. In all cases we will absorb an amount up to the first 2% (excluding insurance premiums and new taxes). If this means paying more than 10% on the holiday price, you will be entitled to cancel your holiday with a full refund of all monies paid except for any premium paid to us for holiday insurance and amendment charges. Should you decide to cancel, you must exercise your right to do so within 14 days from the issue date printed on the revised confirmation invoice.

7. Brochure and website accuracy

The information and prices in our brochures and website have been carefully checked and we believe they are correct at the time of publication. Occasionally changes and errors can occur and we reserve the right to make changes; if this occurs we will advise you before your booking is confirmed. We feel it is right to point out that advertised facilities may be subject to change by the various suppliers concerned. There may be occasions when an advertised facility or activity is not available during your own holiday. This may be due to insufficient numbers, weather, operational or maintenance reasons. All hotel gradings are those provided by the countries concerned.

Walks and activities may be subject to variation or cancellation due to party size, weather, or operational considerations and we cannot guarantee that a particular walk will operate during a holiday. We cannot guarantee that any specific leader or number of guests or leaders will be present on any holiday.

8. If we alter your holiday plans

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

A major alteration would involve changing your tour or time of departure by more than 6 hours, offering accommodation with a lower rating, or changing your resort or airport. If a major alteration occurs, we will advise you as soon as is reasonably possible. You will then have the choice of accepting the alteration, taking an alternative holiday (and where this is of a lower price, we will refund the difference), or withdrawing from the contract and accepting a full refund of all monies paid. In addition, in appropriate cases, we will pay you compensation on the scale shown below (on the assumption that the full balance has been paid).

Where, after departure, a significant proportion of the services contracted for is or cannot be provided, you will have the choice of returning to your point of departure and receiving a pro rata refund for the cost of the remainder of your holiday, or accepting alternative arrangements. In addition, if appropriate, we will pay you compensation of an amount which is reasonable taking into account all the circumstances.

- Before balance due date – none.
- Between balance due date, and 14 days before departure – £20 per person.
- After 14 days before departure – £30 per person.

9. If we cancel your holiday

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

10. Force Majeure

We will not pay you compensation if we have to cancel or amend your holidays as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which neither we nor our suppliers could avoid. Examples include war or threat of war, riots, civil strife, terrorist activities, industrial disputes, natural or nuclear disaster, fire or adverse weather conditions, level of water in rivers or other similar events beyond our control.

11. Travel and transport

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

12. Your financial protection

When you buy an ATOL protected flight or flight inclusive holiday from us, you will receive an ATOL certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

13. Our responsibility

(i) Where you do not suffer death or personal injury, we accept liability should any part of your holiday arrangements booked with us in the UK not be as described in the brochure and not be of a reasonable standard, and, subject to (iii), (iv) and (v) below, will pay you compensation of an amount which could be reasonably and properly expected, taking into account all the relevant circumstances. Any sums received by you from suppliers, such as from airlines due to the Denied Boarding Regulations 1992 (in this case sums paid by the airline constitute the full amount of your entitlement to compensation for all matters flowing from the airline's actions) will be deducted from any sum paid to you as compensation by us.

(ii) Where you suffer death or personal injury as a result of an activity forming part of your holiday arrangements booked with us before departure, we accept responsibility subject to (iii), (iv) and (v) below.

(iii) We accept liability in accordance with (i) and (ii) above and subject to (iv) and (v) below except where the cause of the failure in your holiday arrangements or any death or personal injury you may suffer is not due to any fault on our part or that of our servants, agents or suppliers, and is your own fault, or arises from the actions of someone unconnected with your holiday arrangements or due to unusual or unforeseeable circumstances or events which neither we, nor our servants, agents or suppliers could have anticipated or avoided even with the exercise of all due care.

(iv) Where a claim (whether for personal injury or non personal injury) arises out of loss or damage suffered during the course of air travel, rail travel, sea travel, road travel or hotel accommodation, the amount of compensation you will receive will be limited in accordance with the provisions of any relevant International Conventions, namely the Warsaw Convention 1929 (including as amended by the Hague Protocol 1955), the Berne Convention 1961, the Athens Convention 1974, the Geneva Convention 1973 and the Paris Convention 1962.

(v) It should be noted that our acceptance of liability in (i), (ii), (iii) and (iv) above is conditional upon you assigning any rights to us that you may have against any of our servants, agents or suppliers which is in any way responsible for the failure of your holiday arrangements or any death or personal injury you may suffer. Finally, it is a condition precedent of such acceptance of liability that you follow the procedures for the notification of complaints set out in section 16.

(vi) Other than as set out above, and as is detailed elsewhere in these conditions of booking, 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 any holiday arrangements booked with us.

14. Passports, Visas and Health

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

15. Insurance (for overseas holidays only)

Adequate travel insurance is mandatory for everyone travelling on an overseas holiday. Our own insurance policy is designed to cover all the activities offered as part of our holidays.

16. Complaints

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