

# **REAL ESCAPE TRAVEL**

## **OUR TERMS**

### **1. THESE TERMS**

1.1 These are the terms and conditions on which we supply Holidays and Hotel Bookings to you.

1.2 Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide Holidays and Hotel Bookings to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

### **2. INFORMATION ABOUT US AND HOW TO CONTACT US**

2.1 We are **Real Escape Travel Limited** a company registered in England and Wales. Our company registration number is **10128450** and our registered office is at **20 London Road, Warmley, Bristol BS30 5JB**.

2.2 We do not sell package holidays that include flights, and accordingly any booking with us will not be protected by Air Travel Organisers' Licensing (ATOL)

2.3 You can contact us by telephoning us at +44 7792 365 225 or by writing to us at [info@realescapetravel.co.uk](mailto:info@realescapetravel.co.uk)

2.4 If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.5 When we use the words "writing" or "written" in these terms, this includes emails.

### **3. OUR CONTRACT WITH YOU**

3.1 Our website contains all the information you should need to choose the right Holiday or Hotel for you. If you need any assistance in making your choice, please contact us at [info@realescapetravel.co.uk](mailto:info@realescapetravel.co.uk) or on +44 7792 365 225.

3.2 Our acceptance of your order will take place when we contact you to accept it, at which point a contract will come into existence between you and us. A Holiday or Hotel booking is not confirmed until we send you an invoice and that invoice has been paid in accordance with these terms.

3.3 Please note that some accommodation arrangements are only available on an 'on request' basis and we will be unable to confirm your booking until we receive 2 confirmation from our supplier. Any 'on request' bookings are not confirmed or guaranteed and are subject to change (including price) until we receive confirmation from our supplier. This particularly applies to bookings attempted online which are not immediately confirmed by us by email.

3.4 If we are unable to accept your order, we will inform you of this and will not charge you for the booking.

3.5 We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

3.6 Please note that our suppliers (hotels and car hire etc.) have their own terms and conditions which will govern the services they provide. In the event that there is any conflict between a supplier's terms and conditions and these booking terms, the supplier's terms will take precedence.

Suppliers' terms and conditions are often subject to international conventions, which limit their (and our) liability. You can get copies of the relevant supplier's terms if you ask us.

#### **4. OUR HOLIDAYS**

Any images, drawings, photographs or advertising on our website, are issued or published for the sole purpose of giving an approximate idea of the Holidays and Hotels described in them. We cannot guarantee that the images and photographs accurately reflect the current condition of a particular Hotel, locality or region. They do not form part of the Contract or have any contractual force.

#### **5. SPECIAL REQUESTS AND YOUR RIGHTS TO MAKE CHANGES**

5.1 If you have a special request for something that is not automatically part of your booking (e.g. quiet room, low floor room etc.), please make the request at the time of booking. Special requests are not guaranteed to be met. We will make a note of your request and pass this to our supplier. We are not liable to you for failing to meet a special request unless we've confirmed separately in writing to you that the request will be met.

5.2 If you wish to make a change to your booking please contact us as soon as possible. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the Holiday or Hotel booking or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract.

#### **6. OUR RIGHTS TO MAKE CHANGES**

6.1 We may change the Holiday or Hotel booking to reflect changes in relevant laws and regulatory requirements and to implement minor technical adjustments and improvements. These changes will not affect your use of the product.

6.2 In addition, we may make changes to these terms, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any Holidays or Hotel bookings paid for but not used.

#### **7. AGE POLICY**

7.1 If you are under 18 (or 21 in some cases) at the time of booking and wish to travel without an adult accompanying you, we will only allow you to travel if you meet the following conditions: (a) You must meet the age policy of the relevant supplier; (b) Your parent/legal guardian must complete the booking form. By completing the booking form, your parent/guardian will become our customer even though they won't be travelling, and will be the person who enters into the contract with us. Where we allow you to travel without being accompanied by an adult (aged 18 or over), you must take written authority from your parent/legal guardian with you as this may need to be given to the accommodation supplier. Failure to comply with the above conditions may result in your booking being cancelled at any point before or after your departure. If this happens, you will be liable for any costs incurred in finding/paying for alternative accommodation.

7.2 We do not permit anyone under 16 to travel without an adult.

#### **8. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)**

8.1 To end the contract with us, please call us on +447792365225 or email us at [info@realescapetravel.co.uk](mailto:info@realescapetravel.co.uk). Please provide your name, home address, details of the order and, where available, your phone number and email address.

8.2 Only the person named on the booking form can ask us to cancel it or to remove any of the named passengers from it. The refund policy shown below applies from the date we receive your cancellation instruction. In order to cover our expected losses from the cancellation there is a refund policy based on a set percentage scale based on how long you cancel prior to departure date.

#### **4 Refund Policy Scale**

6 Months Or More Before Departure: 100% Refund **(excluding non-refundable deposit)**

3-5 Months Before Departure: 50% Refund

2 Months (60 Days) Before Departure: 30% Refund

1 Month (30 Days) Or Less Before Departure: **No Refund Given**

This refund policy charges apply to our booking only. Further cancellation charges may apply in relation to our suppliers and you should ensure that you read their terms carefully before you cancel your booking.

8.3 If any member of the booking cancels and another person cannot take their place, you may have to pay extra for your accommodation (i.e. single or under-occupancy supplements).

8.4 If you have included any optional extras in your booking (i.e. car hire, weddings, park tickets, tours, excursions), further cancellation charges may apply.

#### **9. OUR RIGHTS TO CHANGE AND/OR CANCEL THE CONTRACT BEFORE YOU TRAVEL**

9.1 Sometimes it may be necessary to make changes to your booking arrangements. If any change will have a significant effect on your Holiday or Hotel booking, we will endeavour to tell you about it before you travel (if there is time). If you don't want to accept a significant change we will: (a) offer you an alternative Holiday of equivalent or closely similar standard and price at no extra cost; or (b) you can choose another one of our Holidays and pay, or receive a refund of, any price difference; or (c) you can cancel your booking and receive a full refund of any money you've paid to us, except for any amendment charges which arose before cancellation.

9.2 If the change in your booking arrangements is due to circumstances beyond our control, we cannot pay any compensation, reimburse expenses, or cover losses for any amount or otherwise accept responsibility if, we have to change your Holiday booking. These circumstances include but not are not limited to war, threat of war, airport closures, epidemic, natural or nuclear disaster, terrorist activity, civil unrest, industrial dispute, bad weather (actual or threatened), Foreign Office advising against travel to a particular destination and significant building work taking place outside of your accommodation (such as resort development).

9.3 We may also need to cancel your Holiday if there is insufficient demand for your particular Holiday. If we have to cancel your Holiday we'll tell you as soon as reasonably possible. If we can do so, we will (a) offer you an alternative Holiday of equivalent or closely similar standard and price at no extra cost; or (b) you can choose another one of our Holidays and pay, or receive a refund of, any

price difference; or (c) you can cancel your booking and receive a full refund of any money you've paid to us, except for any amendment charges which arose before cancellation.

## **10. BEFORE YOU TRAVEL**

10.1 Flights: we only book holidays and hotels. You are responsible for booking your flights to and from your destination and for arranging transport from the airport to your accommodation.

10.2 Travel Insurance: Each person travelling on your booking must have adequate travel insurance cover. You will need cover for any emergencies such as illness or injury that might arise while you're away. It is also a good idea to insure your booking in case you have to cancel it before your travel. We are not liable for any costs you incur as a result of failing to take out adequate travel insurance.

10.3 Travel Documents: It is your responsibility to make sure everyone travelling has valid travel documents (e.g. Passport, Visa) and has followed health advice. For up to date UK Government health & travel advice please visit [www.fco.gov.uk](http://www.fco.gov.uk), [www.hpa.org.uk](http://www.hpa.org.uk) and [www.nathnac.org](http://www.nathnac.org) and contact your GP. We are not liable for any costs incurred as a result of your failure to do this.

## **11. PRICE AND PAYMENT**

11.1 At the time of booking your Holiday, Hotel or optional extra you agree to pay us either:

- a non-refundable deposit as required by us and/or the supplier (you will be advised of the amount of deposit that must be paid); or
- the full cost if (a) it is required by the supplier; or (b) if you are booking a Holiday or Hotel 12 weeks or less before your travel date. 6

11.2 If you only pay the deposit at the time of booking, the remaining balance must be paid no later than 12 weeks before your departure date.

11.3 IF YOU DO NOT PAY ON TIME, WE HAVE THE RIGHT TO CANCEL YOUR BOOKING, RETAIN THE DEPOSIT AND MAKE A CANCELLATION CHARGE IN ACCORDANCE WITH THESE BOOKING TERMS.

11.4 We accept payment by bank transfer, international money transfer or cheque.

## **12. HOW WE MAY USE YOUR PERSONAL INFORMATION**

12.1 We will use the personal information you provide to us: (a) to supply the Holiday to you; (b) to process your payment for the Holiday; and (c) if you agreed to this during the order process, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us.

12.2 We will only give your personal information to third parties where the law either requires or allows us to do so.

## **13. OUR LIABILITY TO YOU**

Our responsibility is to make arrangements for the provision of the components you book (such as hotel, car hire etc.), but we do not have any responsibility for the operation of the component itself. We have no liability to you for any dissatisfaction, loss of enjoyment, loss, injury or damage which results unless we have negligently failed to select a normally competent supplier. We have no liability to you in any event for any consequential loss which you may suffer in relation to any arrangements which you book to coincide with the components you have booked with us. In the

event that we have any liability to you, our liability shall be limited to the price paid by you for the Holiday or Hotel booking (in accordance with any applicable international convention).

#### **14. OTHER IMPORTANT TERMS**

14.1 We may transfer our rights and obligations under these terms to another organisation.

14.2 You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

14.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms.

14.4 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

14.5 If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

14.6 These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

14.7 Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may submit the dispute for online resolution to the European Commission Online Dispute Resolution platform.