

## Booking Terms & Conditions

### Secret Escapes by Perfectstay.com

Version as of September 2nd, 2022

These Booking Conditions govern the sale of travel services to you by us, whether made over the telephone or via the following website <https://secretescapes.perfectstay.com/>

When you book with us, you may book single travel services (such as flight or accommodation), which are not sold to you within a period of 24 hours. If you make a booking for single travel services that are not booked within a period of 24 hours from one another, then please see our [Terms and Conditions that apply to such single travel services sales](#).

Where you book travel services to be taken together, or a booking is made for travel services within a period of 24 hours from your initial booking, then you will be booking a package that is organised by us and our [Terms and Conditions for Packages](#) will apply to such package sales.

What you are booking with us will be confirmed to you at the time of booking, so you know what Terms and Conditions apply to the arrangements we have sold to you, together with details of any [Key Rights](#) that might apply to you if you are booking a package with us.

## PACKAGE BOOKING CONDITIONS

### 1. INTRODUCTION

#### 1.1. About Perfectstay

Your contract for the package holiday that you wish to book will be with Perfectstay Travel Ltd, as the organiser of your booking arrangements. Our company number is 11320606 and our registered office is at Chase Green House, 42 Chase Side, Enfield, Middlesex EN2 6NF, telephone number 020 3966 3839 and email address [contact@perfectstay.com](mailto:contact@perfectstay.com).

When you make a booking either over the telephone or via our website, you accept on your own behalf and on behalf of all your party (for whom you have authority to accept) the terms of these Booking Conditions and you shall pay a deposit of the amount per person as confirmed to you at the time of booking. A contract will exist when we issue our confirmation invoice for the package you book with us. Your contract will consist of these Booking Conditions and the itinerary and description of the package holiday as provided to you by us at the time of booking. We are not responsible for and do not promise that representations and promises made by third party media (such as hotel websites, TripAdvisor, and other travel organisers) are accurate or true and we do not promise that your holiday will be equivalent or have the same facilities as third party sites may promise. You must have read and accepted these Booking Conditions (on your own behalf and for those who have booked to travel with you, and that you have their authority to accept them) at the time you make your booking.

If your booking is for a single travel service (such as accommodation only), you should refer to the [Single Service Booking Terms](#), which provide details of what your rights are in connection with those single service bookings. Where we make reference to a 'package' this is as defined in Clause 2 below. You have certain additional rights in connection with packages, as set out in these Booking Conditions and summarised at the end of these Booking Conditions. Please see our [Key Rights information](#), for a summary of your rights in connection with a package that we might organise for you, which will be confirmed to you during your booking process on the website as well. We set out below details of our responsibilities to you when we sell you a package holiday.

## **1.2. Your Financial Protection**

1.2.1. We provide financial protection for our package holidays, by way of our Air Travel Organiser's Licence number 11475, issued by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR, UK, telephone 0333 103 6350, email [claims@caa.co.uk](mailto:claims@caa.co.uk). When you buy an ATOL protected flight or flight inclusive package 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.

We will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where we aren't 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 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.

1.2.2. We provide full financial protection for our package holidays by way of our ATOL (number 11475). Please note that you will not be provided with financial protection for bookings of single travel services, other than if you buy a flight-only from us, in which case you will be provided with protection for the payments you have made for that flight, under our ATOL license (see [Single Service Booking Terms](#)).

## **2. DEFINITIONS**

A 'package holiday', as referred to in these Booking Conditions, is a holiday that combines two or more travel services, combined for the purposes of the same trip. 'Travel services' could include (i) transport (e.g., flights, trains and coaches); (ii) accommodation (unless part of transportation of passengers, e.g., sleeper train would not be classified as a package as the accommodation is part of the carriage); (iii) motor vehicle hire; and (iv) other tourist services (which are not intrinsically part of the carriage of passengers, accommodation or motor vehicle hire, e.g., admission to concerts, ski passes, sports events, excursions, tours, spa treatments, etc.).

## **3. WITHDRAWAL FROM YOUR PACKAGE HOLIDAY CONTRACT**

Once you have made your booking of a package holiday, you will not be entitled to withdraw from the contract unless it is in accordance with these Booking Conditions.

## **4. CUSTOMER CONTACT INFORMATION**

### **4.1. For bookings made on the website**

To access, be informed of, and order on the Site, the Client may use his identifiers linked to Secret Escapes website. The use of the Client's personal data is governed by Secret Escapes's privacy policy, accessible on the Site.

If an enquiry / booking is made with your login and password linked to Secret Escapes website or if you place an order without prior identification, these Booking Conditions will still apply in

relation to any booking made on the Site.

Please note that the personal data provided in connection with that booking will be processed in accordance with our partner's privacy policy as it will be indicated to you when you navigate on the website.

Booking made through the Site require you to provide us with an email address and telephone number, so that we may contact you about your booking. Your contact details will be collected, processed and kept in accordance with Secret Escapes Privacy Policy.

#### **4.2. For bookings made over the phone**

Where a booking is made over the telephone, you must provide us with an email address and telephone number, so that we may contact you about your booking. Your contact details will be collected, processed and kept in accordance with our Privacy Policy.

### **5. TO MAKE A BOOKING**

A booking will exist as soon as we issue our confirmation invoice and which will be made on the terms of these Booking Conditions. When you make a booking, you guarantee that you have the authority to accept and do accept on behalf of your party.

To make a booking you must have provided an email address (as a registered member) and have the means to printing travel documents that will be sent to you once the booking has been paid for in full.

You must provide us with all information requested at the time of booking, so that we can process and fulfil your booking. In addition to our Privacy Policy, this includes information relating to your traveller identification documents and any other documentation requested relating to your trip. You must ensure that all information provided to us is accurate (for all members of your party), and you will be solely responsible for any errors, omissions or consequences of such information being inaccurate, misleading or otherwise insufficient.

In general, we shall not be liable for booking errors attributed to you or that are caused by extraordinary and unavoidable circumstances.

Any special requests made by you at the time of booking are noted and we do our best to comply with these wherever possible. However, although we do make every effort to meet your requirements, such requests are subject to availability and possible additional cost and we cannot give any guarantee that they will be available.

Please note that information contained on our website may need updating prior to booking and the description of the package holiday may have changed. When we are able to do so, we will advise of any changes to the advertised holiday immediately prior to booking.

You should also check information about any potential local events that may affect your enjoyment of your trip, in your destination; for example, carnivals, religious festivals, national festivals, holidays or other event that might affect the smooth operation of your holiday.

### **6. WHAT IS INCLUDED IN THE PRICE**

#### **6.1. General Provisions**

We reserve the right to alter the prices of any of the holidays shown in our promotional literature, at any time in accordance with these Booking Conditions and prior to you booking with us. Any increase to the advertised price of the holiday will be notified to you at the time of booking and before your contract is confirmed.

The price for the travel services that you wish to book (whether as a single service or as a package) is listed in pounds sterling, including any applicable VAT, for each booking. The price

shown first is an estimated price per person based on two adults staying in a double room for hotels and flights + hotels, and price per lodging for residences.

Prices are shown in pounds sterling including all taxes known at the time of booking and the administrative fees for booking of £25 per booking (included in the advertised price).

Depending upon the booking, you may wish to add and pay for various options of your choice to the basic holiday. The total price shall include all services selected, Costs such as your personal expenditure is not included and shall remain your responsibility (including certain options selected

during the booking process which are at your own cost for example telephone toll charges, beverages and other additional facilities and amenities when not included).

Special requests relating to diet, accommodation or other facilities must be made known at the time of booking. Whilst we will do our best to comply with them we cannot guarantee availability

Our prices do not include tourism or other travel taxes or fees which vary by destination and may be imposed at short notice - these local charges will be collected by the lodging or other service providers and are not part of your accommodation or other travel services that form part of your package.

Unless otherwise mentioned in the description of your package, the package price shall not include the following:

Insurance

Excursions purchased locally and provided by third parties

Communication on site (telephone, Wi-Fi, etc.)

Extras not included in the package (e.g., meals, beverages, excursions, tours, etc.)

Administrative formalities (e.g., visas, overseas travel authorization for minors, etc.)

Actions related to mandatory formalities (e.g., medical treatments, vaccines, etc.)

Tips or other gratuities.

Errors in the information you provide to us may affect the price of the services being booked. We reserve the right to cancel any booking if changes are required to the services being booked at your request, including any applicable supplier costs, whether this is due to your error in providing the information to us, or otherwise in accordance with these Booking Conditions.

Unless otherwise specified in the description of the package, the price paid for your package holiday where this includes air travel, shall not include the following:

Exit taxes sometimes required that must be paid on site upon checking in for the return flight  
Travel between airports

Excess baggage fees

Transfers (trip between the airport and lodging)

The trips to the departure airport and from the arrival airport to your final destination

Airport parking fees.

## **6.2.Price revision before your departure**

We can change your holiday price after you've booked, only in certain circumstances. Changes in the price of your travel arrangements can be made due to changes in: transportation costs i.e. the price of the carriage of passengers resulting from changes to the cost of fuel or other power sources; the level of taxes or fees imposed by third parties including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; or exchange rates, mean that the price of your travel arrangements may change after you have booked. However, there will be no change within 20 days of your departure. We will absorb, and you will not be charged for, any increase equivalent to 2% of the price of your travel arrangements, excluding insurance premiums and any amendment charges, will be

absorbed by us. You will be charged for the amount over and above that. If this means that you have to pay an increase of more than 8% of the price of your travel arrangements, you will have the option of accepting a change to another holiday if we are able to offer one (and we will refund any price difference if the alternative is of a lower value), or cancel and receive a full refund of all moneys paid, except for any amendment charges. Should you decide to cancel you must do so within the time period set out by us when notifying the price change; (2) we will provide a refund of insurance premiums paid to us if you can show that you are unable to transfer or reuse your policy. Whether you cancel or not you will also be entitled, under the terms set out in respect of major changes (Alterations and Cancellations by us) to accept from us an offer of alternative travel arrangements if we are able to do so and compensation as set out below.

Should the price of your holiday go down due to the changes mentioned above, then any refund due will be paid to you. We will deduct from this refund our administrative expenses incurred. Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

### **6.3. Specific terms for lodging**

For Hotel and other Accommodation Services, reserving a room other than a double room shall be an option for a fee, as confirmed to you at the time of booking and which will then be included in the package price.

Prices for lodgings are calculated in number of nights and not in full days on site. Unless otherwise mentioned in the description of the accommodation, a night shall mean the provision of lodging between 5:00 pm at the latest and 10:00 am the next day at the earliest.

Prices for Hotel Services shall be presented based on a double room. They shall not include any additional fees for individual rooms or triple, quadruple, or family rooms.

Prices for additional accommodation are your responsibility Unless otherwise mentioned in the description of the accommodation, prices for accommodation shall consist of lodging only and services such as 24/7 reception, room service, bar, restaurant, laundry, are not included in the price you pay and are at your own cost.

## **7. PAYMENT TERMS.**

**7.1.** Bookings must be paid for online on the Website, or by telephone. You will be notified of the means of payment accepted by us by the reservation advisor, which are always displayed at the bottom of the page on the Website, and will be summarized on the payment page for online orders.

You shall guarantee that you are fully authorized to use the means of payment to pay for your booking, and that these means of payment will enable you to pay the price of the bookings, in accordance with the selected payment terms.

Your approval for payment, formalized by sending the information required to use the selected means and terms of payment shall be irrevocable, and you agree not to oppose payment outside of the particular reasons identified by the Consumer Credit Act 1975 and applicable regulations (especially, loss, theft, or fraud).

**7.2.** For late bookings (made within 15 days of departure) these must be paid in full at the time of booking. Similarly, when you choose to pay in full for the booking, you agree to have all funds necessary for payment in full for your booking at the time of reservation.

However, if the means of payment you use does not allow us to debit the total amount of the booking (for example, weekly expenditure limit reached), you shall pay a down payment and make arrangements with us for the payment of the balance. In these circumstances cancellation charges may apply (see below).

If part payment is made as above and accepted by us, the booking shall be considered accepted, and we will confirm the reservation with the suppliers. If we agree with you in writing and in exceptional circumstances, you will have 48 hours to pay the remaining balance due. Otherwise, your booking shall be considered to be cancelled by your failure to pay on time and cancellation charges may apply.

**7.3.** You may choose to pay a deposit (calculated as a percentage of your holiday cost) per person and as notified you at the time of booking. Where you have provided us with card payment details at the time of booking as your payment method for the deposit, we shall take payment from your card at the time we issue our confirmation invoice to you. The balance of the price of your holiday must be paid at least 30 days before the departure date. If the balance is not paid in time, your booking shall be considered to be cancelled by you and cancellation charges will apply. If you paid your deposit by card and wish to authorise us to take payment of the balance on or just after the due date for payment using the same card, you may do so by indicating this to us at the time of booking.

**7.4.** Verification procedure. We work to prevent fraud by unauthorized bank card payments, in particular by using the 3DSecure technology. We may ask you for certain information to check the payment, and in particular may require a black and white photocopy of the front side of an identification document of the card holder.

Where applicable we will contact you by email or telephone. If you do not reply, your booking shall not be recorded, and your bank account will not be debited.

**7.5.** Storage of bank account information. We do not store the bank account information communicated as part of the transaction. A third-party service provider manages bank account information using the PCI DSS standard.

## **8. TRAVEL DOCUMENTS AND INFORMATION**

After we have received your booking request, have confirmed your package or travel service details to you, and you have paid in full, we will send you in good time before you travel a confirmation email, comprising a summary and description of the package holiday details, these Booking Conditions, available in printable format. We will also send any documents required to make the trip or stay (electronic airplane ticket, voucher to present to the service provider on site, etc.) in a separate email for the package and in good time before the start of the travel. These confirmation details will contain airport meeting times and include air travel and vouchers for other services (lodging, transfers, excursions, etc.). You should print these and keep them with you during the trip. In the event of errors by you in your contact information, especially the email address provided or the spelling of the first and last names of the trip participants, we will not be liable for any failure to receive the travel documents or any consequences stemming from this. In the description of the package attached in printable form to the confirmation email (Product Sheet), we will provide information on the name, address, and telephone number for the local Perfectstay representative, or local bodies able to help you in the event of difficulties (embassy or consulate), or a telephone number to be called to reach the vendor in an emergency.

## **9. TERMS APPLICABLE TO ACCOMODATION**

Unless otherwise mentioned in the description of the accommodation, a night shall mean the provision of lodging between 5:00 pm at the latest and 10:00 am the next day at the earliest. Failure to comply with these limitations may lead to the application of an additional fee to be paid by you.

The essential characteristics of lodgings (if applicable) will be described on our website, or as described over the telephone or by our partner travel agent before you book and will be summarized in the confirmation email. Descriptions of the accommodation by others including third party websites do not constitute representations by us of any additional facilities or amenities available. The classifications assigned to each lodging correspond to local standards in the country where the lodging is located and may differ from UK or European standards. In

general, and unless otherwise mentioned in the description of the Service, room categories meet the following criteria:

- Single room: they are equipped for a single person (single bed) and are generally less comfortable and less well situated than the other rooms.
- Double room: these are rooms equipped with a double bed or two single beds.
- Triple room: these are double rooms in which an extra single bed is added. The dimensions of this bed may be smaller than standard size.
- Quadruple room: these are double rooms in which two extra single beds are added. The dimensions of these beds may be smaller than standard size.
- Family room: these are double rooms that can accommodate three or four standard sized beds

## 10. TERMS APPLICABLE TO FLIGHTS

- (a) The identification of the airline with whom you book will be advised to you at the time of booking and cannot be changed by you later, without this causing a cancellation of the confirmed booking. Please note that the airline with whom you book may operate the flight booked through an alternative operator with whom the airline arranges the operation of such flights on behalf of its customers.
- (b) Airport security instructions require that travellers be present early enough to complete all necessary formalities. Therefore, we recommend that travellers arrive to check in at least three hours before departure time for international flights and at least two hours before departure time for domestic flights. Arrival close to or near check-in deadlines may result in your being denied boarding the flight and your tickets being cancelled. We shall have no liability in those circumstances.
- (c) For some travellers traveling under special conditions (over-sized baggage, travellers with reduced mobility, etc.) you must contact the airline for information on precise check-in and boarding conditions.
- (d) If you and/or a traveller included in a booking are not present for boarding the outgoing flight, the airline will automatically cancel your return flight without possibility of any reimbursement.
- (e) At least 72 hours before the return flight, you and every person on behalf of whom you have booked must confirm their flight with the airline or with the local representative mentioned in the confirmation email. At that time, the departure times will be confirmed. Otherwise, the airline may assign the seat to another traveller. Please note that this is a mandatory procedure.
- (f) You may be asked to provide details of your holiday to the airline as part of mandatory security arrangements. Failure to provide the information may result in refusal to board the flight.
- (g) You have been notified that out of concern for passenger safety (congested airspace, maintenance, etc.), airlines may be forced to change the initial flight conditions (schedules, airport, stopovers, etc.). Similarly, departure and arrival airports, while serving the same city, may be different. Travellers are strongly advised to plan a flexible agenda the day before departure and the day after arrival. So-called "direct" flights are those with a single flight number, but which may include stopovers. Additionally, connecting flights imply a change of aircraft during the trip.
- (h) Each airline has its own baggage policy. The details for your booking are detailed in the flight description of the package details in your booking confirmation. As a general rule, the maximum amount allowed in the baggage compartment is one bag weighing a maximum of 20 kilograms per passenger on regular flights, and 15 kilograms on low-cost and charter flights. Each passenger may also have a carry-on bag meeting the size and weight limits set by the airline and described in the flight description. Excess baggage may be allowed for an additional fee to be paid directly to the airline, and this fee is often lower if an excess baggage reservation is made in advance. For safety reasons, certain items are prohibited on board aircraft, both in the baggage compartment and in the cabin. A list of these items is provided in the terms and conditions set by the airline, specified in the flight description and in the confirmation email. If these items are present in passenger baggage, they will be

immediately confiscated, and boarding may be refused.

- (i) In the event of a dispute over lost or damaged baggage, you are strongly advised to contact the airline first, at the airport, to report the problem. The airline is only liable for compensation as set out in international conventions.
- (j) Children under the age of two years on the date of the flight shall travel on the lap of their guardian, and will not be assigned a seat. Unaccompanied children under the age of 15 shall not be allowed to board.
- (k) Airlines set their own rules for pregnant women. Some may require pregnant passengers to produce a medical certificate attesting to their capacity for air travel. Before booking, pregnant women should consult their physician and alert us to notify it of this.
- (l) Any transportation of persons requiring special assistance (reduced mobility or assistance) must notify the airline of this at least 48 hours before the date of the trip in question.

## **11. TERMS APPLICABLE TO OTHER SERVICES**

**11.1.** Details relating to meal services that may be included in a package are provided in the package description (if being provided) and summarised in the confirmation email. If no description is included, then meals or other refreshments are not included. Unless otherwise mentioned in the description of the package or travel service being sold to you:

- Half board includes breakfast and one meal per day (either dinner or lunch), not including beverages. The plan starts with breakfast following the first night and ends with breakfast following the last night
- Full board comprises all breakfasts, lunches, and dinners, not including beverages. The plan starts with dinner on the first night and ends with breakfast following the last night
- "All inclusive" comprises all breakfasts, lunches, and dinners, as well as beverages. Certain consumption hours may be established.

In some countries, the water available locally is not potable, and you must purchase their own bottles of mineral water.

**11.2.** Some lodgings have leisure or pleasure activities available as part of the booking. You and your fellow travellers must treat these facilities with respect for the use by other guests and be vigilant, in particular when monitoring children.

Excursions or other tours booked whilst you are on holiday are not part of your package holiday provided by us. Accordingly, we are not responsible for claims for any defect or injury caused by those third-party excursion providers.

Tours, excursions, and activities offered by us may be presented in a foreign language. Please see details on our website.

**11.3.** For any booking of a service that includes sports activities, therapies, or treatments provided (spa, thalassotherapy, balneotherapy, etc.), you must verify the physical condition of each traveller before the booking. To do this, each person may be required to submit a medical certificate attesting to the fact that their health condition is compatible with the activities in question.

We cannot be held liable for any decision by the service provider on site to refuse access to sports activities or treatments because of the traveller's health condition.

## **12. PASSPORTS, VISAS AND HEALTH**

**12.1.** You and your party's specific passport, visa and other immigration requirements are your responsibility and we do not accept responsibility for the validity of your passports or visas or for the refusal of visas by the Issuing Authorities. You should therefore confirm these with the relevant authorities, Embassies and/or Consulates and ensure that your travel documents comply with the immigration rules of your destination country. We shall not be liable for any loss, expense, cost, damage, injury or loss of enjoyment suffered as a result of such invalidity or loss, including any responsibility if you cannot travel because you have not complied with



such requirements.

**12.2.** British subjects require a passport. We will provide information about visas and health requirements. If you do not hold a valid EEC passport, please inform us at point of booking.

For further advice visit the FCO website, [www.fco.gov.uk](http://www.fco.gov.uk).

## **13. MODIFICATION AND CANCELLATION**

### **13.1. CHANGES AND CANCELLATION BY PERFECTSTAY.COM**

In accordance with the applicable regulations, PERFECTSTAY.COM may unilaterally modify the pre-contractual information communicated to the Customer before the conclusion of the Order. In such cases, PERFECTSTAY.COM will communicate the modifications made to the Customer in a clear, understandable and apparent manner.

PERFECTSTAY.COM may also modify the terms of the contract after the conclusion of the Order in the case of minor modifications. PERFECTSTAY.COM will then inform the Customer in a clear and understandable manner on a durable medium.

PERFECTSTAY.COM may cancel the Order when it is prevented from executing the order due to exceptional and unavoidable circumstances under the conditions specified by the applicable regulations. In this case, the Customer will be notified of the cancellation of the Order as soon as possible before the start of the trip or stay.

### **13.2. MODIFICATION OF THE ORDER BY THE CLIENT**

There are four (4) types of reservations with different cancellation and modification options: "Standard", "Flex Option", "100% Cancellable and Refundable" or "100% Changeable" reservations.

The type of reservation is clearly indicated on each offer on the Website, before the Customer approves their reservation, and in the order confirmation email.

#### **13.2.1 Cancellation or Modification of a "Standard" reservation**

- Ground services (accommodation, transfers, activities, etc.)

Ground services are not changeable and their cancellation entails a fee equivalent to 100% of the total cost of the Service.

- Air transport services

Cancellation or modification of air transport services is subject to the conditions of the airline, depending on the type of ticket booked by the Customer (for example, not changeable, changeable with or without fee, not cancellable, cancellable with or without fee).

In any case, the individual taxes and fees listed in the price of the ticket, for which payment is due from the passenger actually boarding (typically identified as QW and QX), will be refunded to the Customer.

#### **13.2.2 Cancellation or Modification of a "Flex Option" reservation**

The Customer may cancel their reservation at any time up to fourteen (14) working days before departure, without providing any reason or justification. A working day is Monday to Friday, excluding public holidays.

This cancellation entails a fee equivalent to 10% of the total cost of the Order; PERFECTSTAY.COM will refund 90% of the total cost of the Order within ten (10) working days of the submission of the cancellation request by the Customer.

The price of the ticket, and the individual taxes and fees listed in the price of the ticket, for which payment is due from the passenger actually boarding (typically identified as QW and QX) is included in this 90% refund. The management fees mentioned in Article 13.3 do not

apply to the Flex Option.  
"Flex Option" reservations are not changeable.

### 13.2.3 Cancellation or Modification of a "100% Cancellable and Refundable" reservation

The Customer may cancel their reservation at any time up to fourteen (14) working days before departure, without providing any reason or justification. A working day is Monday to Friday, excluding public holidays.

PERFECTSTAY.COM will refund the total cost of the Order within ten (10) working days of the submission of the cancellation request by the Customer.

"100% Cancellable and Refundable" reservations are not changeable.

### 13.2.4 Cancellation or Modification of a "100% Changeable" reservation

The Customer may change their reservation at any time up to fourteen (14) working days before departure, without providing any reason or justification. A working day is Monday to Friday, excluding public holidays.

In this case, PERFECTSTAY.COM will make available to the Customer, in their customer area, a credit note with a validity period of 12 months, corresponding to the amount already paid, excluding insurance.

The Customer may use this credit note to make a new reservation with the desired changes (travel dates, destination, flight, hotel, etc.).

"100% Changeable" reservations are non-cancellable and non-refundable.

## 13.3. MANAGEMENT OF CANCELLATIONS AND MODIFICATIONS

For any requests to cancel or change a reservation, the Customer must write to us via the Customer Area > My reservations > Make a request > I want to cancel/change my reservation.

PERFECTSTAY.COM will then contact the Customer to specify the amount of the cancellation or modification fees.

In any case, a management fee will be applied by PERFECTSTAY.COM and deducted from the sums refunded to the Customer, according to the following scale:

- European destinations: €25 per person
- Other destinations: €50 per person

PERFECTSTAY.COM will send an invoice to the Customer upon request, provided that all sums due to PERFECTSTAY.COM have been paid in full.

If the Customer has taken out optional insurance, they must contact the insurance company in question, which will be solely responsible for managing the request, with no involvement on the part of PERFECTSTAY.COM. In any case, the Customer is informed that the costs of taking out optional insurance are never refunded in the event of cancellation or modification of the reservation.

## 14. TRANSFER OF THE ORDER

For any transfer of the Order, the Customer is advised to ask PERFECTSTAY.COM in advance about the possible costs involved, if possible 20 days before the departure date, to allow time for PERFECTSTAY.COM to question the suppliers.

The Customer may freely transfer his/her Order to any third party who fulfils the same conditions as s/he does to make the trip or stay, provided that s/he informs PERFECTSTAY.COM of this by registered letter with acknowledgement of receipt and by email at the latest seven days before the departure date and that s/he pays any additional costs incurred by this transfer.

The Customer and the person to whom s/he has transferred the Order are jointly and

severally liable to PERFECTSTAY.COM and its suppliers for the payment of the price and any additional fees, charges or other costs incurred as a result of this transfer, including PERFECTSTAY.COM's management fee of £25.

## **15. TRAVEL INSURANCE**

Insurance is not included in any bookings you make with us, unless confirmed to you at the time of booking or making a request for such insurance. If you wish, you may purchase any Cancellation/Baggage, or Comprehensive insurance policy.

## **16. YOUR ACCEPTANCE OF THESE TERMS**

For website bookings, acceptance of these Booking Conditions together with your entry of customer data (especially information related to the means of payment for the booking), shall constitute your consent to receive the booking under these Booking Conditions and to pay for it on your behalf and on behalf of all other travellers named in the booking.

For bookings by telephone, the contract is formed by acceptance of the booking by us and your communication of your payment information. Your acceptance is on your behalf and on behalf of all travellers in the booking.

## **17. CUSTOMER ASSISTANCE**

**17.1.** Should you suffer from any physical handicap or disability or are less mobile, please bring this to our attention at the time of booking in order that we can provide advice on any special arrangements, the suitability of the holiday and any assistance available whilst on holiday.

Generally, whether the services are or are not adapted for persons with reduced mobility is available on the website, from the partner agencies, or by telephone. On request, specific information about the suitability of the services for your needs may be provided by telephone.

**17.2.** If you experience difficulties whilst on holiday and ask us to help (by telephone or through the Contact Form), where possible we will provide appropriate assistance, in particular by providing information on health services, local authorities and consular assistance; and by helping you to find alternative arrangements and to make any necessary phone calls/emails. These services may result in costs being incurred by us which we are entitled to recover from you, if the difficulty is your fault.

**17.3.** If it is impossible to ensure your return as scheduled due to unavoidable and extraordinary circumstances, we will bear the cost of necessary accommodation, if possible of equivalent category, for a maximum of three nights. The limit doesn't apply to persons with reduced mobility and any person accompanying them, pregnant women and unaccompanied minors, or persons in need of specific medical assistance, provided that you notified us of these needs at least 48 hours before the start of your holiday.

## **18. OUR LIABILITY TO YOU**

**18.1.** You must inform us without undue delay of any failure to perform or improper performance of the travel services sold to you included in this package. If any of the travel services are not performed in accordance with the contract, or any improperly performed, by us or the travel service suppliers, and this has affected the enjoyment of your travel arrangements, then you may be entitled to an appropriate price reduction or compensation or both. However, we will not be liable where any failure to perform or improper performance of the travel services is due to you or another member of your party; or a third party unconnected with the provision of the travel arrangements in the package and is unforeseeable or unavoidable; or unavoidable and extraordinary circumstances (as defined above) beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

**18.2.** We accept responsibility for the negligent acts and/or omissions of our employees, agents or suppliers. Save for liabilities under clause 17.3 below, (or for single travel services

purchased from us (see Link), our liability to you in all cases (except where they lead to death, injury or illness) shall be limited to a maximum of three times the cost of the original travel arrangements.

**18.3.** Our liability to you will also be limited in accordance with and/or in an identical manner to:

i) the contractual terms of the companies that provide the travel services that make up your package. These are incorporated into this booking; and

ii) any relevant international conventions (for example, the Montreal Convention for travel by air, the Athens Convention for travel by sea, the Berne Convention for travel by rail and the Paris Convention for accommodation), which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions. You can ask for copies of the travel service contractual terms, or the international conventions, from us.

**18.4.** If you, or any member of your party, suffers death, illness or injury whilst overseas arising out of activity which does not form part of a package holiday organised by us or excursion arrangements through us (as per clause 11 above), we shall at our discretion, offer advice, guidance and assistance to help in resolving any claim you may have against a third party. Where legal action is contemplated and you want our assistance you must obtain our authority prior to commencement of proceedings. Our consent will be given subject to you undertaking to assign any costs, benefits received under any relevant insurance policy to ourselves.

**18.5.** If you are prevented from travelling because in the opinion of any person in authority of those travel arrangements you (or a member of your party) appear, by reason of intoxicating liquor or use of drugs, either to be unfit for travel or likely to cause discomfort or disturbance to other passengers, our responsibility for your journey, including any return journey thereupon ceases. You must accept responsibility for your proper conduct and we therefore have the right to terminate our contract in circumstances of serious misconduct by you or any member of your party.

**18.6.** Under EU law (Regulation 261/2004) 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 will be publicised at EU airports and available from airlines. However reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in these Booking Conditions. If any payments to you are due from us, any payment made to you by the airline or any other service provider will be deducted. If it is impossible to ensure your return as scheduled due to unavoidable and extraordinary circumstances, we will bear the cost of necessary accommodation, if possible of equivalent category, for a maximum of three nights. The limit doesn't apply to persons with reduced mobility and any person accompanying them, pregnant women and unaccompanied minors, or persons in need of specific medical assistance, provided that you notified us of these needs at least 48 hours before the start of your holiday.

NB: This clause does not apply to any separate contracts that you put in place for excursions or activities whilst on your trip. Excursions, activities or other tours, trips or touristic services that you may choose to book or pay for whilst you are on your trip are not part of your package holiday provided by us. For any excursion, activity or other tour, trip or touristic service that you book or arrange which does not form part of your package holiday with us, your contract will be with the provider of that excursion, activity or tour, trip or touristic service and not with us. We are not responsible for the provision of the excursion, activity or tour, trip or touristic service or for anything that happens during the course of its provision by the provider.

## **19. COMPLAINTS AND DISPUTES**

**19.1.** If you have a complaint about any of the services included in your holiday, you must inform the relevant supplier and our representative (whose details will be provided to you prior to

the commencement of your trip) without undue delay, who will endeavour to put things right quickly. If your complaint cannot be resolved locally, your representative will ask you to make a report, the original of which is for you and a copy will be forwarded to our office, as detailed on our invoice to you. Please follow this up within 28 days of your return home by writing to us giving your original reference number and all other relevant information, by writing to us. Please keep your letter concise and provide all relevant information (booking reference, tickets, invoices, proof of undelivered services, etc.). If you fail to follow the requirement to report your complaint in resort, we will have been deprived of the opportunity to investigate and rectify it and this may affect your rights under this booking.

**19.2.** Your attention is drawn to the specificity of claims related to baggage damaged, delayed or lost during your flight. To be able to process the claim, you must contact the airline first, at the airport to report the issue.

**19.3.** It is unlikely that you will have a complaint that cannot be settled amicably between us. However, disputes arising out of or in connection with this contract which cannot be amicably settled, may (if you so wish) be settled by way of an alternative dispute resolution procedure.

## **20. - ALTERATIONS TO ITINERARY**

**20.1.** Some package arrangements may need to be changed without notice, for example for health and safety reasons. Fortunately, this is a rare occurrence but nevertheless disappointing, although must be done in order to ensure the safety of travellers. Every effort is made to inform you about changes as soon as possible, but this may require notification at the time due to local weather conditions or other issues such as civil unrest. The change of an itinerary in these types of circumstances are entirely outside our control, including where there are adverse weather conditions and similar events amounting to unavoidable or extraordinary circumstances.

**20.2.** Please note that the order of events on itineraries is subject to alteration due to local circumstances, unscheduled closures of attractions, etc. However, every effort will be made to include all advertised elements of the programme during your trip, or a suitable alternative which will be notified to you.

## **21. DATA PROTECTION POLICY**

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 to us, such as name, address, contact details and any special needs/dietary requirements. Please see our Privacy Policy for details of how we collect, keep and process your personal data, and the personal data of those in your party.

Where a booking is made through your login and password linked to your account, we will be collecting personal data about travellers (including your name, address, contact details and any special needs / dietary requirements), in accordance with our privacy policy. Personal data will therefore be collected, stored and processed in accordance with our privacy policy (available from the website and upon signup).

## **22. APPLICABLE LAW AND JURISDICTION**

The contract is governed by English law and the jurisdiction of the English courts. You may however choose the law and jurisdiction of Scotland or Northern Ireland if you live there and wish to do so

## KEY RIGHTS UNDER THE PACKAGE TRAVEL AND LINKED TRAVEL ARRANGEMENTS REGULATIONS 2018

Before the conclusion of a contract with us, you will be provided with the following information:

1. You will receive all essential information about the package before concluding the package travel contract.
2. There is always at least one trader who is liable for the proper performance of all the travel services included in the contract.
3. Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the travel agent.
4. Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.
5. The price of the package may only be increased if specific costs rise (for instance, fuel prices) and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8 % of the price of the package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.
6. Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, are changed significantly. If before the start of the package the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.
7. Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.
8. Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.
9. If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.
10. Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed.
11. The organiser has to provide assistance if the traveller is in difficulty.
12. If the organiser or, in some Member States, the retailer becomes insolvent, payments will be refunded. If the organiser or, where applicable, the retailer becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is secured. For flight-inclusive packages we organise, we have an ATOL licence granted by the Civil Aviation Authority (11475). You can contact the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR, UK, telephone 0333 103 6350, or email [claims@caa.co.uk](mailto:claims@caa.co.uk), if services are denied because of Perfectstay.com's insolvency.

Package Travel and Linked Travel Arrangements Regulations 2018 can be found on: <https://www.legislation.gov.uk/ukdsi/2018/9780111168479/contents>

## **SINGLE TRAVEL SERVICES BOOKING TERMS**

Perfectstay may arrange the booking of single travel services for you, such as flight only or accommodation only arrangements. When Perfectstay arranges these single travel services for you, it acts as agent for many travel service providers and where Perfectstay makes such bookings for single travel services for you, it will put you in direct contract with those suppliers, in accordance with these terms.

### **1. CONTRACT:**

These are the terms on which we will make a booking for any single service travel arrangements that we make available on our website, or where such a booking is made over the telephone. When making your booking we will arrange for you to enter into a contract with the principal(s) or other supplier(s) (e.g. airline/accommodation company) named on your receipt(s). You will have separate contracts with each of the providers of that travel service. As agent we accept no responsibility for the acts or omissions of the principal(s) or supplier(s) or for the services provided by them. The principal's(s') or supplier's (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. Our Terms of Business are governed by English Law and the jurisdiction of the English Courts. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you live there and wish to do so. All travel arrangements which we provide or which are sold through us are not an offer by us to sell any travel arrangements, but an invitation to you to make an offer to the suppliers of the arrangements. We are free to accept that offer on behalf of those suppliers or to reject it.

### **2. BOOKING DETAILS:**

When a booking is made all details will be confirmed back to you. Once you have confirmed these details we will proceed to confirm the booking with the principal(s) or supplier(s). Please check that all names, dates and timings are correct on receipt of all documents and advise us of any errors immediately. Any changes to these details will incur the charges stated below. Please ensure that the names given are the same as in the relevant passport. The booking information that you provide to us will be passed on only to the relevant suppliers of your travel arrangements or other persons necessary for the provision of your travel arrangements. The information may be provided to public authorities such as customs or immigration if required by them, or as required by law. This applies to any special category (sensitive) information that you give to us such as details of any disabilities, or dietary and religious requirements. In making this booking, you consent to this information being passed on to the relevant persons. Certain information may also be passed on to security or credit checking companies. If you are travelling to the United States, the US Customs and Border Protection will receive this information for the purposes of preventing and combating terrorism and other transnational serious crimes. If you travel outside the European Economic Area, controls on data protection may not be as strong as the legal requirements in this country. If we cannot pass this information to the relevant suppliers, whether in the EEA or not, we will be unable to provide your booking. Full details of our Data Protection Policy are available upon request.

### **3. PAYMENT:**

You will be required to pay a deposit or make full payment for your booking at the time of booking. Where you only pay a deposit you must pay the full balance by the balance due date notified to you. If full payment is not received by the balance due date, we will notify the principal(s) or supplier(s) who may cancel your booking and charge the cancellation fees set out in their Terms and Conditions.

### **4. CANCELLATION and AMENDMENT:**

Where you book single travel services, these may only be cancelled by you in accordance with any cancellation terms notified to you at the time of booking, or cancelled or altered by us if

required by a supplier or for reasons beyond our reasonable control. Where you are not provided with any details about the ability for you to cancel the single travel service booked, then there will be no right to cancel that single travel service booked and you shall not be entitled to a refund of any monies paid in those instances. In any event, where you are entitled to cancel a booking, your cancellation is only valid if we have received your cancellation notice in our offices within the time period set in your booking confirmation, whereupon we will issue you with an acknowledgement of cancellation.

Where we cancel or alter your booking for a single travel service, we will:

- i) give you as much notice as possible;
- ii) provide you with details of any altered services, which are likely to be minor and which in any event shall be classified as the varied description of the travel service to be provided; and
- iii) we shall not be liable to you for any compensation in relation to any single travel services which are altered or cancelled by us and in any event, our liability in connection with any single travel service which is altered or cancelled by us shall be no more than the sum of any monies paid to us in connection with that booking.

## **5. INSURANCE:**

Many principals/suppliers require you to take out travel insurance as a condition of booking with them. In any event, we strongly advise that you take out a policy of insurance in order to cover you and your party against the cost of cancellation by you; the cost of assistance (including repatriation) in the event of accident or illness; loss of baggage and money; and other expenses.

## **6. FINANCIAL PROTECTION:**

All the package holidays we sell, including those that we might organise for you, come with protection for your money (in accordance with our Package Booking Conditions). If you buy a single travel service then this might not apply. When you buy an ATOL protected flight as a single travel service 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.

If, after selecting and paying for one travel service, you book additional travel services for your trip or holiday via our company, you will NOT benefit from rights applying to packages under the Package Travel and Linked Travel Arrangements Regulations 2018. Therefore, we will not be responsible for the proper performance of the individual travel services. In case of problems please contact the relevant service provider.

A copy of the Package Travel and Linked Travel Arrangements Regulations 2018 can be found at <http://www.legislation.gov.uk/ukxi/2018/634/contents/made>.

## **7. DELIVERY OF DOCUMENTS:**

All documents (e.g. invoices/tickets/Insurance policies) that require to be posted will be sent to you by First Class post. Once documents leave our offices we will not be responsible for their loss unless such loss is due to our negligence. If tickets or other documents need to be reissued all costs must be paid by you. You can ask for delivery by other means subject to the charges stated below.

## **8. PASSPORTS, VISAS AND HEALTH:**

We can provide general information about the passport and visa requirements for your trip. Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. Neither we nor the principal(s) or supplier(s) accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements. Please note that these requirements may change between booking and departure. Most countries now require passports to be valid for at least 6 months after your return date. Please take special note that for all air travel within the British Isles, airlines require photographic identification of a specific type. Please ask us for full details. We can provide general



information about any health formalities required for your trip but you should check with your own doctor for your specific circumstances.

#### **9. FINAL TRAVEL ARRANGEMENTS:**

Please ensure that all your travel, passport, visa and insurance documents are in order and that you arrive in plenty of time for checking in at the airport. It may be necessary to reconfirm your flight with the airline prior to departure. If you fail to reconfirm you may be refused permission to board the aircraft and you are unlikely to receive any refund.

#### **10. COMPLAINTS:**

Because the contract(s) for your travel arrangements is between you and the principal(s) or supplier(s), any queries or concerns relating to the travel arrangements should be addressed to them. If you have a problem whilst on holiday, this must be reported to the principal/supplier or their local supplier or agent immediately. If you fail to follow this procedure there will be less opportunity to investigate and rectify your complaint. The amount of compensation you may be entitled to may be reduced or you may not receive any at all depending upon the circumstances. If you wish to complain when you return home, write to the principal/supplier. You will see the name and address plus contact details in any confirmation documents we send you. We will of course assist you with this if you wish - please contact Customer Services.

