

**TERMS AND CONDITIONS**  
**PERFECTSTAY.COM FOR TURKISH AIRLINES**  
**VERSION DATED 22/01/2025**

These Booking Conditions govern the sale of travel services to you by us, whether made over the telephone or via the following website [holidays.turkishairlines.com/en-GB](https://holidays.turkishairlines.com/en-GB) as per a partnership between us and Turkish Airlines.

The website is published exclusively by PERFECTSTAY.COM, and sales are made on behalf of PERFECTSTAY.COM, Simplified Joint Stock Company with share capital of €489 798.

**PACKAGE BOOKING CONDITIONS**

**1. INTRODUCTION**

These general terms and conditions govern the sale of the Services created on behalf of PERFECTSTAY.COM, Simplified Joint Stock Company with share capital of €489 798, and having its registered office at 10 rue de Penthièvre 75008 Paris, registered with the Commercial Register of Paris under number 818 188 385, registered with Atout France (French Tourism Development Agency) under number IM075160071, with the unique VAT number FR 52 818 188 385, and having a financial guarantee subscribed with GROUPAMA ASSURANCE-CREDIT, 8-10 rue d'Astorg, 75008 Paris, covering all territories included within the Services sold on the Website and a civil liability insurance policy purchased from HELVETIA ASSURANCES S.A., 25 Quai Lamandé, 76600 Le Havre, covering damage caused to third parties due to its activity of selling vacations, travel packages, and tickets.

PERFECTSTAY.COM offers Tourism Services in its name and on behalf of its suppliers.

These general terms and conditions govern the Orders that any Customer may place by telephone or on the Website.

Use of the Website and management of Customers' personal data are governed by the Privacy Policy, which the Customer acknowledges having read and accepted separately.

The terms applicable to all Orders comprise these general terms and conditions, and the special terms and conditions listed in the description of the Service. The contract signed between PERFECTSTAY.COM and the Customer shall be formalized through the confirmation email and its attachments (General Terms and Conditions of Sale, Product Sheet, and Insurance Terms, if the Customer purchases insurance), as well as the travel documents sent to the Customer upon payment in full for the Order.

These general terms and conditions govern the sales of Services reserved starting on the date listed above. For any Order placed before that date, the Customer must refer to the general terms and conditions of sale available in printable format in his/her order confirmation email.

Before any Order or use of the Website, the Customer must have read and accepted these general terms and conditions without reservation.

**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 (eg, flights, trains and coaches); (ii) accommodation (unless part

of transportation of passengers, eg, 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, eg, admission to concerts, ski passes, sports events, excursions, tours, spa treatments, etc).

‘Telephone’ means (i) for any pre-sales information, to the telephone number indicated on the Site (rates indicated on the Site), (ii) for any information relating to the execution of an Order, to the following number +442039661145 at which PERFECTSTAY.COM can be contacted and (iii) during the journey, to WhatsApp at the following number + 33 1 86 47 75 31.

### **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**

When you use our website, you will be asked to create a user account comprising of a login (email address) and password (which you will need to keep secure), which will give you access to our platform and allow us to contact you through that platform. You will be asked to agree to separate Terms of Use for the website, at the time you register, and will be provided with access to our Privacy Policy which explains how we collect, process and keep your personal data.

#### **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 traveler 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 (eg, meals, beverages, excursions, tours, etc.)
- Administrative formalities (eg, visas, overseas travel authorization for minors, etc.)
- Actions related to mandatory formalities (eg, 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 travelers be present early enough to complete all necessary formalities. Therefore, we recommend that travelers 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 travelers traveling under special conditions (over-sized baggage, travelers with reduced mobility, etc.) you must contact the airline for information on precise check-in and boarding conditions.

- (d) If you and/or a traveler 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 traveler. 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. Travelers 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 travelers 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 traveler 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 traveler'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 British 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. ALTERATIONS AND CANCELLATION**

### **13.1. CHANGES AND CANCELLATION OF YOUR PACKAGE HOLIDAY BY US**

#### **CHANGES BY US**

**13.1.1** It is a term of your package booking that we are able to make changes to any aspect of your booking. Most of these are insignificant changes but we will notify you about it, where possible and if there is time to do so. Examples of insignificant changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same or higher standard or a change of carriers. Sailing departure timings in any promotional literature are for guidance only. Actual times will be given to you with your travelling documentation.

We may make insignificant changes to our advertised holidays before or after the booking. We will notify you of this in writing where possible



**13.1.2** If a significant change to your package holiday becomes necessary and we are constrained by circumstances beyond our control to significantly alter any of the main characteristics of the travel services that make up your package you will have the rights set out below. Please see [your rights relating to single travel component bookings](#).

(a) We will inform you as soon as reasonably possible if there is time before departure. You will have the choice of either accepting the change of arrangements, accepting an offer of available alternative travel arrangements of comparable standard from us (where we offer one and we will refund any price difference if the alternative is of a lower value) or cancelling your holiday and receiving a full refund of all monies paid. We will tell you the procedure for making your choice. Please read any notification of changes carefully and respond promptly as if you do not respond to us within the timescale given your booking may be cancelled.

(b) If you choose to accept a refund we will pay suitable compensation except where the significant change is due to unavoidable and extraordinary circumstances, which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

#### **CANCELLATION BY US**

**13.1.3** We reserve the right to cancel your booking in which case we seek to offer the choice of an alternative tour of comparable standard, if available (we will refund any price difference if the alternative is of a lower value), or a full refund of all monies paid. We will not cancel once you have made full payment for your booking, except for reasons of unavoidable or extraordinary circumstances or your failure to pay the final balance. In the event that a refund is paid to you, we will pay suitable compensation, except where the cancellation is due to unavoidable and extraordinary circumstances (see definition below).

Please note compensation is not payable in the case of insignificant changes. The compensation offered does not exclude you from claiming more if you are entitled to do so.

‘Unavoidable and extraordinary circumstances’ means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been, including (for example) but not limited to, war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions, epidemics and pandemics, unavoidable technical problems with transport and air traffic control and similar causes of delays and disruption.

#### **13.2. ALTERATIONS AND CANCELLATIONS BY YOU TO YOUR PACKAGE HOLIDAY CHANGES**

**13.2.1 Alterations by You:** If, after our confirmation has been issued, you wish to change to another of our holidays or modify, at any time, the travel arrangements shown (for example your chosen departure date or accommodation), we will do our most to make the changes but it may not be possible. Any request for changes must be in writing to our offices from the person who made the booking. We reserve the right to charge an administration fee of £25.00 per person in order to process that change, in addition to any further cost in making the alteration. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible. Please note that most of our travel arrangements may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangements. Additional services such as optional hold luggage are non-refundable.

You can transfer your booking to another person, who satisfies all conditions that apply to this booking by giving us notice in writing as soon as possible and no later than 7 days before departure. Both you and the new traveler are responsible for paying all costs we incur in making the transfer, including our administrative fees of £30. For any transfer of your booking for a package holiday, it is recommended that you ask us in advance about any potential fees, and if possible, 20 days before the departure date, to give us time to ask our suppliers.

### **13.2.2 Cancellation by You:**

If after we have issued our booking confirmation notice to you, you wish to cancel your booking, you, or a member of your party, may cancel your booking at any time, provided that you give us notice of such cancellation through the Contact Form on our website in accordance with clause 13.3. Depending on what you have booked, there are three (3) possible scenarios for what happens on cancellation of a booking, including the rate applicable to the offer booked by you. Please note that certain travel arrangements may not be changeable or cancellable after a reservation has been made and any cancellation could incur a cancellation charge of up to 100% of the arrangements booked.

The type of fare applicable is clearly indicated on each offer proposed on the Website, before you validate the booking and on the booking confirmation email.

#### **13.2.2.1 STANDARD FARE**

(a) You may cancel a booking at the Standard Fare at any time prior to the commencement of the trip or holiday, subject to payment of a cancellation fee. The cancellation fee is calculated in accordance with paragraph (b) below, depending on whether the Services booked are land-based Services or air Services.

(b) In the event of cancellation by you of a Standard Fare booking, the following conditions apply:

- Cancellation of land-based Services (accommodation, transfers, activities, etc.)

As we offer exceptional discounts, PERFECTSTAY.COM draws your attention to the fact that Standard Fare land-based services are firm and non-refundable by PERFECTSTAY.COM's suppliers. Thus, no cost savings are made or revenue earned by PERFECTSTAY.COM as a result of you cancelling your Order, as the Services cannot be made available again.

Consequently, any cancellation of a land-based Service booked as a standard fare will result in a cancellation fee of 100% of the amount of the Service charged to you.

- Cancellation of Air Services

Cancellation fees are calculated according to the conditions of the airlines depending on the type of ticket booked by you (e.g. (i) non-changeable and non-refundable, (ii) changeable with fees or (iii) changeable and refundable). The type of ticket booked will be confirmed at the time of booking and you will therefore only be entitled to a refund of such part of the fare (or shall be required to pay applicable cancellation fees in respect of such part of the fare), dependent on the type of airline ticket booked by you. Additional services such as optional hold luggage are generally not refundable. In any event, taxes and fees that are individualised and displayed as such in the fare, and which are due upon the actual boarding of the passenger (usually identified as QW and QX), will be refunded to you. No processing fee for this tax refund will be applied if the request is made via the Contact Form.

#### **13.2.2.2 REFUNDABLE FARE**

(a) You may cancel a Refundable Fare booking at any time up to seven (7) working days before departure, without giving any reason or justification, via the Contact Form. A working day is defined as Monday to Friday, excluding public holidays. If you cancel at any time up to seven (7) working days before departure, this cancellation shall attract a cancellation fee of 10% of the amount of the Booking and payable to PERFECTSTAY.COM. PERFECTSTAY.COM shall refund 90% of the amount of the Booking within ten (10) working days of you sending the cancellation request.

(b) The price of the ticket and therefore the taxes and fees individualised and displayed as such in the price of the ticket, which are payable upon the actual boarding of the passenger (usually identified as QW and QX), are included in this 90% refund.

(c) Cancellation of a Booking within seven (7) working days before the date of departure will attract a 100% cancellation fee in relation to a Booking.

#### **13.2.2.3 100% CANCELLABLE AND REFUNDABLE FARE**

(a) You may cancel a reservation at the "100% Cancellable and Refundable Fare" at any time up to seven (7) working days before departure, without any reason or justification, via the Contact Form. A working day means Monday to Friday excluding public holidays. PERFECTSTAY.COM will refund the amount of the Order within ten (10) working days from the date on which you send the cancellation request.

(b) Cancellation of a Booking within seven (7) working days before the date of departure will attract a 100% cancellation fee in relation to a Booking.

#### **13.3 Management of cancellations**

For any request to cancel a booking, you must write to us from the Client Area > My bookings > Make a request > I wish to cancel my booking.

PERFECTSTAY.COM will then contact you to inform you of the consequences of your cancellation and the amount of any cancellation fees, depending on the type of fare that you booked and the date you are now cancelling.

In the event of cancellation for any reason whatsoever, a cancellation processing fee of a fixed amount of £25 (GB pounds) will be applied by PERFECTSTAY.COM and deducted from the sums refunded to you. A cancellation invoice will be sent by PERFECTSTAY.COM to you on request.

If you have taken out insurance, you must contact the insurance company in question.

PERFECTSTAY.COM shall have not responsibility in relation to any claim that you wish to make on your insurance and any such claims will be solely dealt with between you and the insurance company.

**13.4** No refund will be given after the commencement of travel except at our discretion. Please note that if the reason for your cancellation is covered under the terms of your insurance policy then you may be able to reclaim these charges. The insurance company is solely responsible for managing your request and in any case you are informed that insurance premiums are never reimbursed. Additional services such as optional hold luggage are non-refundable.

**13.5** You can cancel your booking without paying cancellation charges if the taking of your package, is significantly affected by unavoidable and extraordinary circumstances. In such circumstances, we will arrange for your booking to be terminated and for you to receive a full refund without any right to additional compensation. We will observe advice provided by the UK Foreign & Commonwealth Office.

#### **14. 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.

## **15. 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 travelers 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 travelers in the booking.

## **16. CUSTOMER ASSISTANCE**

**16.1** 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.

**16.2** 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.

**16.3** 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.

## **17. OUR LIABILITY TO YOU**

**17.1** 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.

**17.2** 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.

**17.3** 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.

**17.4** 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.

**17.5** 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.

**17.6** 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.

## **18. COMPLAINTS AND DISPUTES**

**18.1** 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.

**18.2** 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.

**18.3** 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.

## **19- ALTERATIONS TO ITINERARY**

**19.1** 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 travelers. 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.

**19.2** 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.

## **20. 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 travelers (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).

## **21. 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. Travelers are given an emergency telephone number or details of a contact point where they can get in touch with the organizer or the travel agent.
4. Travelers 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 traveler may terminate the contract. If the organizer reserves the right to a price increase, the traveler has a right to a price reduction if there is a decrease in the relevant costs.
6. Travelers 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, travelers are entitled to a refund and compensation where appropriate.
7. Travelers 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, travelers 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 traveler at no extra cost. Travelers 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. Travelers 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 traveler 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 travelers is secured;

