

Your Holiday Contract:

Please read these booking conditions carefully as they, together with specific information about your confirmed accommodation, form the basis of your contract with MSD Promotions Ltd, Registered Number is 5858071 and office is 17 The Approach, Scholes, Leeds, LS15 4AN.

This contract is made on the terms of these booking conditions, which are governed by English Law and the jurisdiction of the English Courts.

Prices:

We reserve the right to alter any of our advertised accommodation prices. You will be advised of the current prices of the accommodation that you wish to book before your contract is confirmed. After booking the price of your travel arrangements can be varied due to changes imposed by the supplier or Government action such as changes to VAT or any other Government imposed changes.

Bookings and Payments:

When you have selected your accommodation and you make a request to book it, you must pay a deposit of between 10% to 30% of the holiday cost. The full cost of the holiday booking is payable if you are booking within 10 weeks. Your booking is confirmed and a contract between us exists when we issue our confirmation invoice. Please check your confirmation invoice carefully and report any incorrect or incomplete information to us immediately. If you have paid a deposit, the balance of the cost of your holiday is due 2 months before your departure. If it is not received in time we may cancel your booking and retain your deposit.

Your responsibility for your booking:

The cost of your holiday does not include any extra chargeable services that you may use whilst at the accommodation. These are payable direct to the accommodation provider. When you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these booking conditions. This means that you are responsible for making all payments due, notifying us if any changes or cancellations are required and for receiving the confirmation and keeping your party informed.

Insurance:

It is your responsibility to ensure that you are adequately insured. We strongly recommend that you take out insurance, which should include cover against the cost of cancellation by you and assistance (including repatriation) in the event of accident or illness, as well as personal liability cover to meet the cost of any damage to your holiday property for which you may be held responsible.

If you want to change your booking:

After our confirmation has been issued, any requests for changes must be sent to us in writing by post, by the person that made the booking. We cannot guarantee that we will be able to accommodate your request but we will try to do so. You may be asked to pay an administration fee of £20 plus any charge made by the accommodation supplier. These are likely to be higher the closer you get to your arrival date, so contact us as soon as you can.

If you want to cancel your booking:

The person that made the booking must put this in writing to us by post. We strongly recommend that you obtain proof of posting from your post office. Because we incur costs in cancelling confirmed bookings, particularly if cancellations occur close to arrival date, you will be charged a cancellation fee.

Cancellation fees:

If you cancel between 6 and 12 months in advance: Deposit.

Between 3 and 6 months 30%.

Between 15 days 3 months 90%.

Between 14 days and your arrival date 100%.

If we change or cancel your booking:

We reserve the right to change or cancel your holiday booking. Subject to the note below, if we make a change to your booking, and you do not want to accept it, you can take any alternative we are able to offer you (you will pay the increase in cost if the replacement is advertised at a higher price than your original booking, or receive a refund of the difference in price if it is less expensive) or a refund of the money you have paid us.

Force Majeure:

Note: If a change or cancellation occurs because of circumstances beyond our control, for example war, riot, industrial dispute, actual or threatened terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions, flood, epidemic or pandemic illness and all similar situations we will have no liability to you. No compensation, costs, expenses or any other sums, including the cost of securing alternative accommodation will be paid by us.

Our Responsibility for your booking:

We agree to fulfil our obligations as set out in the contract entered into with you prior to your holiday, and we accept liability if your package holiday is not provided or improperly provided in accordance with those contract obligations,

either by us, our employees, agents or suppliers. We will pay you appropriate compensation if this has affected the enjoyment of your travel arrangements. We will pay you appropriate compensation if this has affected the enjoyment of your travel arrangements. We also accept responsibility for what our employees, agents and suppliers do or do not do. However please note that we will not be liable for any injury, illness, death or consequent losses suffered by you or any member of your party unless you are able to prove that such injury, illness, death or consequent loss was caused by a lack of reasonable care and skill on the part of ourselves or our suppliers.

And in all claims of whatever nature we will not be liable where the alleged loss or damage results from any of the following.

- (a) the fault of the person(s) affected or any member(s) of their party or
- (b) the fault of a third party not connected with the provision of your holiday which we could not have predicted or avoided or
- (c) an event or circumstances which we or the supplier of the service(s) in question could not have predicted or avoided even after taking all reasonable care (see Force Majeure)
- (d) the fault of anyone who was not carrying out work for us (generally or in particular) at the time.

In addition, we will not be responsible (i) where you do not enjoy your holiday or suffer any problems due to something you did not tell us about when you booked your holiday and where the problems you suffered did not result from any breach of our contract or other fault of ourselves, our suppliers or agents (ii) where any losses, expenses, costs or other sum you have suffered relate to any business. Please note, we cannot accept responsibility for any services which do not form part of our contract.

This includes, for example, any additional services or facilities which your accommodation provider or other supplier agrees to provide for you where the service or facilities are not advertised on our brochure and we have not agreed to arrange them.

The promises we make to you about the services we have agreed to provide or arrange as part of our contract - and the laws and regulations of the country in which your claim or complaint occurred - will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint complied with local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and regulations of the UK which would have applied had those services been provided in the UK. In all cases except where the personal injury, illness or death results, our liability is limited in total to twice the holiday price of the person(s) affected.

Behaviour:

When you book your holiday through us, you accept responsibility for the proper conduct of all members of your party during your stay. We reserve the right at any time to terminate the stay of any part member(s) whose behaviour is such, in the reasonable opinion of the accommodation provider or us, as to cause or likely to cause danger, upset or distress to anyone else or damage to the property. Full cancellation charges will then apply and no refund will be given. Furthermore, we shall be under no obligation whatsoever to pay compensation or meet any costs or expenses (including but not limited to alternative accommodation) you may incur as a result of your stay being terminated. If you cause damage to the accommodation in which you are staying, you must fully reimburse the accommodation provider concerned for the cost of the damage before the end of your stay if the cost has been established by then or as soon as it has been established if later. You must also indemnify us for the full amount of any claim (including all legal costs) made against us by the accommodation provider or any third party as a result.

Complaints:

If you have a problem during your stay, you should inform the accommodation provider immediately, who will endeavour to put things right. You should also try to find a solution whilst you are there. If your complaint is not resolved locally, please follow this up within 14 days of your return home by writing to our Registered Office giving your reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to identify your concerns quickly and to speed up our response to you. If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint.

Please note we act as agent for relevant providers of accommodation, transport and other service providers. We reserve the right to substitute the relevant providers if necessary. When we have confirmed your booking, a contract exists under which we accept responsibility for the provision of all the services described in our invoice.