

Gala Leisure UK Limited - Booking Conditions. Please read carefully

Your Commitment to Gala

- 1. ACCEPTANCE:** Your party leader must sign this Booking Form accepting the conditions of this Fair Trading Agreement. All information within this brochure is part of the holiday agreement. The booking is subject to availability at the time we receive your signed Booking Form and Deposit. If, at this time or prior to Gala despatching written confirmation of the holiday arrangements booked, we are unable to offer you accommodation and/or transportation on the day as requested, we will refund deposit, and all liability will cease. Supplementary reservations are not guaranteed and their non-availability will not result in refund of deposit.
- 2. PAYMENT:** Your completed Booking Form, including all passengers' names, must be accompanied by the required deposits. If you book within 12 weeks of departure you must send the total cost of your holiday. Gala will send an official confirmation and statement for the Holiday. Not later than 12 weeks before your departure any balance must be paid, if the balance remains unpaid after this date, we reserve the right to cancel your booking and to make a cancellation charge at the rates shown below.
- 3. IF YOU CHANGE YOUR BOOKING:** If after our Booking Confirmation and Account has been issued, you wish to change to another Gala holiday or alter your booking in any way (e.g. by changing departure date or accommodation) we will do our utmost to make the changes, provided written notification is received at our offices from the person who signed the Booking Form at least six weeks before departure date. This must be accompanied by a payment of £50 per person (maximum £300 per booking) to cover administration costs. Any alteration by you within six weeks of departure will be treated as a cancellation of the original booking and will be subject to the cancellation charges set out below. Any new arrangements made will be treated as an entirely new booking.
- 4. IF YOU CANCEL YOUR BOOKING:** We begin to incur costs on each holiday from the time we receive your booking and should you or any member of your party be forced to cancel your booking once it has been accepted, a valid cancellation can only be made if you give written instruction, signed by the person who signed the booking form, and any such cancellation will be subject to the following charges.

Days Prior to Departure	over 71	70 - 43	42 - 29	28 - 0
Amount Returnable	100% less Deposit	50 %	15 %	Nothing
- 5. HOLIDAY INSURANCE:** It is your responsibility to arrange adequate cover for normal requirements.
- 6. IF YOU HAVE A COMPLAINT:** If you have a complaint about accommodation or any other service provided by us in the resort, this must be reported to our local representative, so that steps can be taken to resolve the matter on the spot. If the complaint cannot be resolved there and then, a report form, available from our representative must be completed in the resort by your party leader who must then follow this up by writing to our Customer Relations Officer at our offices stating clearly flight reference, your invoice number, the name of your party leader, name of hotel, flight departure date, length of holiday and resort and enclose a copy of the report form.
- 7. YOUR HOLIDAY ACCOMMODATION AND FLIGHTS:** We have reserved accommodation and flights only for the use of passengers named on the Booking Confirmation and Account. Subletting, sharing or assignment is prohibited and may be illegal.

Gala's Commitment to You

- 1. CONFIRMATION OF YOUR BOOKING - YOUR CONTRACT:** On receipt and acceptance of your booking we will send you our Booking Confirmation & Account. This acts as our acceptance of the booking in accordance with the contract outlined in this Fair Trading Agreement. After payment of your Final Invoice and about 10 days before departure your tickets and travel information will be sent to you. It is agreed by all parties that in any action arising out of or in connection with this contract English law will govern, and exclusive jurisdiction is conferred or the English courts, subject only to permissible arbitration described in section 6.
- 2. GALA GUARANTEE:** Gala guarantee your holiday price once your deposit has been accepted, there will be no increase in price except for changes in exchange rates or fuel costs which exceed 5% of the relevant part of the holiday cost.
- 3. IF WE CHANGE YOUR BOOKING:** The arrangements for holidays are made in advance. Whilst it is unlikely that we will have to make alterations to your holiday, sometimes changes are necessary and we reserve the right in our absolute discretion to do so. Most would be minor, usually slight alterations to departure times, or hotel facilities may be withdrawn. If your accommodation has to be changed, we will do our best to provide alternative accommodation of similar or higher official classification. Major changes are those including changes to your U.K. airport, resort area, accommodation with a lower official classification or time of departure/return by more than twelve hours. If we have to make a major change within eight weeks of the departure date, you will be offered the choice of accepting the changed arrangements or of purchasing an alternative Gala holiday. If you decide not to accept the changed arrangements with a nominal ex-gratia payment or purchase another Gala holiday later we will refund all monies paid. No other claims for compensation or expenses will be considered.
SCALE OF COMPENSATION: 56+ days prior to departure = Nil / 15-55 days prior to departure =£10 / 0-14 days prior to departure =£25.
Please Note that compensation will not be payable: (A) to infants and children travelling at reduced prices. (B) if You are offered new accommodation of a higher standard.
- 4. IF WE CANCEL YOUR BOOKING:** Although it is unlikely, we reserve the right in our absolute discretion to cancel your holiday, in this event you will be offered the choice of an alternative holiday of at least comparable standard or a full refund of any monies you have already paid less only our reasonable expenses if cancellation is due to circumstances amounting to a 'force majeure' (see note below). In no case, except for circumstances outside our control, will your holiday be cancelled after the date when your holiday invoice is due for payment.
- 5. LIABILITY:** GALA accept full responsibility for ensuring that the arrangements which we have agreed to provide are in accordance with the description in the brochure and are of a reasonable standard. In this respect, we are pleased to make it clear that we accept responsibility for the negligent acts or omissions of our employees and agents and of our sub-contractors and suppliers. GALA will pay damages calculated in accordance with English legal principles in respect of the death, bodily injury or illness suffered by any member of the party during the holiday and caused by the negligent act or omission of our employee or agent providing they were acting within the scope of their terms of engagement and on our business. Please note that there are important conditions attached to this commitment, as follow:
 - 1) It does not apply to air, sea and land transportation to which separate conditions apply.
 - 2) Claims must be notified to us in writing within 30 days of the date of the completion of the holiday.
 - 3) The claimant agrees to assign to us their rights against a supplier or other person relating to the claim.
 - 4) The claimant agrees to give their full co-operation in the event that we or our insurers wish to enforce the rights assigned to us or to which we are subjugated.
 - 5) In the event that a member of the party should suffer illness, personal injury or death during the holiday through a cause unconnected with any act or omission of Gala employees, agents, sub-contractors or suppliers, we will offer assistance, advice and guidance.
 - 6) GALA does not accept any liability in respect of any aspect of air, sea and land carriage or to which separate conditions apply.
- 6. OUR COMPLAINTS PROCEDURE:** If you have a complaint while on holiday, you should first discuss (and hopefully resolve) it with the supplier of the service (i.e. Gala staff, hotel manager, etc.) allowing them reasonable time to investigate the problem. If you still have reason to complain on completion of your holiday, you should place your complaint in writing within four weeks of your return and address it to Gala's Customer Relations Department, who will not enter into any correspondence into any matter not reported within this period and which has not previously been reported to our staff in resort. If you are not satisfied with the subsequent action of Gala, it may be referred to arbitration under a special scheme administered quite independently by the Chartered Institute of Arbitrators. The Scheme does not apply to claims for an amount greater than £1,500 per person or £7,500 per booking form or to claims which are solely or mainly in respect of physical injury or illness or the consequences of such injury or illness. If you elect to seek redress under this Scheme written notice requesting arbitration under this Scheme must be made within 9 months after the scheduled date of return from the holiday.
- 7. CONDITIONS OF CARRIAGE:** Transport on an aircraft, coach or ship is subject to the conditions of carriage of that company, some of which limit or exclude liability. These conditions are often the subject of international agreements between countries. PLEASE NOTE: -
 - 1) Whilst we will endeavour to perform the contract, we cannot accept liability or responsibility for any alteration, delay or cancellation caused by war or threat of war, civil strife, terrorist activity, industrial disputes, natural disaster, fire, sickness, bad weather, acts of any government or public authority or other circumstances amounting to a 'force majeure' and/or Acts of God.
 - 2) Our contracts for accommodation and transport provide for allocation of rooms or seats to us. Your booking will be made within those allocations, but no specific rooms or seats can or will be confirmed. Although we will endeavour, where possible, to meet special requests shown on your booking form, no guarantee is given.
 - 3) We reserve the right in our absolute discretion to terminate without notice the holiday arrangements of any passenger whose behaviour is such that it is likely in our opinion to cause distress, damage, danger or annoyance to our employees or property or any third party.
 - 4) If you are prevented from travelling because in the opinion of any person in authority you appear to be unfit to travel or likely to cause discomfort or disturbance to other passengers, our responsibility for your holiday thereupon ceases. Full cancellation charges apply and we will be under no obligation whatsoever for any refund, compensation or cost you may incur.

Your Financial Protection

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

We or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or suitable alternative). In some cases, where neither we nor the supplier are able to do so for some 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, or the supplier identified on your ATOL Certificate, 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.