

# REAL PROVENCE BOOKING CONDITIONS

## **Booking Confirmation and Deposit Payment**

Your completed Booking Form must be sent to us together with your deposit payment of 30% of the total holiday cost per person. As soon as we have received your deposit payment we will send you a Booking Confirmation Invoice with full details of your holiday booking.

## **Final Payment**

Your Final Payment for the balance of your holiday cost is payable at least 8 weeks prior to your arrival date. The amount and date due for payment is shown on your Booking Confirmation Invoice. Please note, the person named on the Booking Form as the contact person for all correspondence is responsible for ensuring that the Final Payment for all persons is paid on the due date. If you make a booking within 8 weeks of your holiday date, the full payment is payable immediately on booking. Please note, we do not send out reminders for Final Payments. If we do not receive your Final Payment by the due date, we reserve the right to treat your booking as a cancellation and you will be liable to the cancellation charges detailed below. Once we have received your Final Payment we will send you a receipt of the total amount paid.

## **Changing Your Booking**

If you need to alter your booking after you have paid your deposit, you can do so up to 8 weeks before your arrival date. An alteration fee of £25 is charged for each booking change. If you need to change your holiday date after you have paid your deposit, we will do so if we can accommodate you on another holiday date within the same year. We will charge you an alteration fee of £25 for each booking change. If you change your holiday within 8 weeks of your arrival, we will treat it as a cancellation and apply the cancellation charges as shown below. Any such changes must be advised in writing and will be made on receipt of the alteration fee.

## **Cancelling Your Holiday**

If you cancel your holiday, you must notify us immediately and in writing. The cancellation is effective from the date we receive notification. The following cancellation charges will apply:

Weeks before arrival % of total holiday cost payable

8 weeks deposit only

6 weeks 50%

Less than 3 weeks 100%

Please note, if your Real Provence holiday includes the rental of a self catering property, should you need to cancel your holiday an amount equivalent to 50% of the rental cost of the property will be retained unless the property can be re-let. If you cancel your holiday within 6 weeks of your arrival date the total rental cost of the property will be retained unless the property can be re-let. If the property can be re-let the rental cost will be refunded less any additional advertising costs which we may have incurred.

## **Cancellation by Real Provence**

Occasionally it may be necessary for us to cancel a specific holiday date. We reserve the right to do this, for any reason, up to 8 weeks before the holiday date and specifically on our Small Group holiday if we do not reach the minimum number of people per holiday departure. In this event we will offer you the same holiday, if available, on different dates or a refund of all monies paid. We regret Real Provence Ltd. will not be responsible for refunding any expenses, costs or losses incurred by you as a result of any such cancellation

## **Changes to your holiday by Real Provence**

In order to be able to provide the best itinerary and accommodation available according to the season, we reserve the right to retain a certain amount of flexibility in the itinerary, accommodation, and

excursions planned for any particular holiday date. Our itineraries are planned several months ahead and are published as a statement of intent. If any alterations or delays are incurred as a result of force majeure (war, riots, strikes etc.) and losses or additional expenses are incurred by you, these expenses will not be borne by Real Provence Ltd.

## **Holiday Prices**

We guarantee that there will be no change to the price of your holiday or surcharge applied once your booking has been confirmed, with the exception of a drop in the Sterling exchange rate or the result of government action or an increase in transportation costs. In this case we will absorb the first 2% of any increase in holiday price, excluding the cost of any amendment charges. If the increase is higher than 10% you will be entitled to cancel your holiday and we will refund all monies paid with the exception of any amendment fees paid. You will be notified of any surcharge applicable no later than one week prior to the date of your Final Payment. If you decide to cancel, you must advise us in writing within 14 days of the date on the surcharge invoice. Our holiday prices are based on an exchange rate of €1.35 to the £1 sterling.

## **Hotel Accommodation**

The cost of the holiday is based on accommodation in a twin-bedded room. Those requesting a single room will be charged a single room supplement and should be aware that single rooms are of limited availability. In the event of a single traveller requesting a shared room receiving a single room, no supplement will be charged.

## **Travel arrangements to the area**

It is your responsibility to make all necessary travel arrangements in order to arrive at your first night hotel at the designated time. On our Small Group escorted holidays where we are arranging pre-booked taxis for the transfer to your hotel from your arrival point, it is your responsibility to make the necessary travel arrangements in order to arrive at the pick up point at the pre-arranged time. A supplement will be charged if it is necessary to arrange alternative transfers. Additional costs which have to be incurred due to cancellations or changes by the carrier booked by you and which disrupt the planned holiday itinerary, will be borne by you.

Where Real Provence Ltd. suggests the use of a third party for the purpose of travel arrangements, Real Provence Ltd. is not a party to any contract between that third party and the client and shall have no involvement in the performance of that contract. In the event of non-performance or miss-performance by a third party the client must pursue any remedy direct with the third party.

## **Our Responsibilities**

The accommodation, transport and other services we arrange on your behalf belong to and are managed by independent suppliers. We will not be liable where any failure to perform or improper performance of the whole or any part of our contract was due to: The act and/or omissions of the person affected or; Those of a third party not connected with the provision of your holiday.

Where any claim, or part of a claim concerns or is based on any travel arrangements made by us which are provided by any rail or road carrier or any stay in a hotel, the maximum we will have to pay you in respect of that claim, if we are found liable to you on any basis, is the maximum which would be payable by the carrier or the hotel keeper concerned under the applicable international convention in that situation.

We limit the maximum amount we may have to pay you for any and all claims or parts of claims which do not involve personal injury,

death or illness. The maximum amount we will have to pay you for any non personal injury claims is twice the price (excluding insurance premiums and any amendment charges) paid by the persons affected. The maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your holiday. Any claims made under this clause must be made in writing to us within 28 days of the end date of your holiday.

#### **Complaints**

If you should have a complaint during your holiday you should notify our representative and our local office at the time so that we can put things right immediately. If you do not advise us immediately so reducing the possibility of taking action to resolve matters, this will reduce your chances of making a claim against us. If the matter is not resolved, you should put your complaint in writing to us within 28 days of the end of your holiday. This contract is governed by English law and is subject to the jurisdiction of the English courts.

#### **Your Financial Protection**

In accordance with the UK "Travel Package Holidays and Package Tours Regulations 1992" all passengers (UK residents) booking with Real Provence Limited are fully protected for the initial deposit and subsequently the balance of all monies paid to us, including repatriation if required, arising from cancellation or curtailment of your travel arrangements due to the insolvency of Real Provence Limited.

#### **Web Site Accuracy**

Real Provence does not produce a brochure as we find that we can feature many more details about our holidays on our website. We strive vigorously to ensure the information provided on our web site is accurate as we can make it. If you find something incorrect in anyway simply tell us and we'll correct it.

#### **Holiday Insurance**

Holiday insurance (including medical, personal accident and repatriation in the event of illness, baggage, money and liability cover as well as loss of monies paid in the event of cancellation) is a condition of booking. Please give us the details with your insurance cover on your Booking Form or advise us at the time of making your Final Payment. If you choose not to be insured you agree to indemnify Real Provence Ltd. against all costs, losses and liabilities which we may incur and which are not our liability under our contract with you.

#### **Passports and Visas**

It is your responsibility to ensure that you have a valid passport and any necessary visas for travelling to France. For UK travellers a standard 10 year British passport is required for our holidays. Passengers of other nationalities should check with the French consulate or embassy.