

Terms and Conditions

DayDreams holidays are operated by DayDreams Travel Limited which is referred to in the conditions as the 'Company'. The travel 'package' sold is subject to the following conditions and in no way affects a client's statutory or other rights as a consumer.

1. THE CONTRACT

The contract made between the Company and the client shall arise on the acceptance by the Company of the booking form or charter contract and the client's deposit cheque at which time a written confirmation of booking will be issued which shall be governed by the laws of England. Any person completing a booking form or agreeing to travel arrangements on behalf of others warrants that he has full authority to sign on behalf of these others, and to bind these others to these conditions. Under the contract the client appoints the Company to be his agent. As the client's agent the Company will do its best to make travel and other arrangements on behalf of the client with hotel proprietors, airlines or Atol license holder and other carriers and other persons whose services or goods the client may require. The responsibility and liability of the Company in relation to the entire travel package is set out below.

2. YOUR FINANCIAL PROTECTION

DayDreams Travel Limited is fully bonded under Atol 9006, for air inclusive holidays under their Licence granted by the British Civil Aviation Authority. Those clients based in the UK will have their air inclusive holidays protected by our Air Travel Organiser's Licence, whether on tailor-made or pre-packaged arrangements. In the unlikely event of our insolvency, the CAA will ensure that those same clients are not stranded abroad and will arrange to refund any money paid to us for an advance booking. Those clients travelling on non Atol covered holidays, will have their monies protected in accordance with EU travel regulations (refer to The Fact File on page 18 for details).

3. DEPOSIT AND PAYMENT

The client must pay a deposit of 50% on confirmation of land-based arrangements and services and private boat charter. A deposit of £200 per person must be paid on confirmation of Travel Club holidays as advised by the company. The balance to be paid eight weeks prior to departure.

4. THE STANDARDS YOU MAY EXPECT

Whilst the Company endeavours to arrange accommodation and services of a high standard it should be noted that standards of accommodation and service vary enormously in different parts of the world and the Company accepts no responsibility or liability for such variations in standards.

5. SPECIAL REQUESTS

Any special request of the client must be advised to the Company in writing at the time of booking and the Company will use its reasonable endeavours to pass such requests on to the relevant airline, boat owner, etc at whose discretion the service will be provided. The Company does not guarantee compliance with any special request and does not accept any liability for the non provision of the same.

6. FACILITIES

It is possible that some of the facilities referred to in the brochure may not be available for use during some or all of the holiday. If the client considers any particular facility to be vital to his requirements he must tell the Company of this at the time of booking whereafter the Company will endeavour to confirm that the facilities are available. The Company will advise the client as soon as possible if the facilities are not available. This will not amount to a significant change or an essential term but the client shall be entitled within 7 days from the date of the notice to cancel the holiday and receive a full refund of monies already paid but no further compensation or damages.

7. ALTERATIONS AND CANCELLATION BY THE COMPANY

7a) The Company will make every effort to operate the holiday as agreed but reserves the right to alter or cancel the arrangements or holiday itself. In addition, the Company reserves the right to alter any aspect of the holiday package as a result of adverse weather conditions, terrorist activity or other unforeseen circumstances and it is hereby agreed that in such circumstances the alteration does not amount to an alteration of an essential term of the contract.

7b) The company may cancel the holiday before departure:

- (i) If any minimum number of people referred to in the brochure is not achieved provided the Company shall advise the client of this not later than 5 weeks before the holiday is due to start.
- (ii) In the circumstances set out in conditions 9, 10 and 12(d).
- (iii) At the Company's discretion.

7c) Where the Company is compelled before the holiday is due to start to alter significantly an essential term of the contract such as price, resort or accommodation standards it will advise the client as soon as possible of the change and the Company's proposals together with the impact such changes will have on the price.

7d) Within 7 days of the date of such notification, the client must advise the Company if he wishes to withdraw from the contract with no penalty or accept a variation of the contract taking account the impact on price.

7e) Where the Company has cancelled a holiday before it is due to start (other than because of the fault of the client or pursuant to condition 7b(ii) or where the client has withdrawn pursuant to conditions 7d above the client may:

- (i) If the Company is able to so offer, take a replacement holiday which is the same, or more or less expensive than originally booked, so that in the latter case the Company shall refund the difference in price between the original and replacement holiday or
- (ii) Obtain a full refund as soon as possible of all monies paid by him under the contract.

8. LIABILITY AND CONDITIONS OF CARRIAGE

8a) The Company is a travel organiser and does not operate any airline, sightseeing Company, coach or other transportation company. Where coach and other components form part of the holiday the conditions of carriage of the carrier, or carriers concerned will apply. These conditions which may limit or exclude liability, will generally be available from such carrier or carriers. Any flights forming part of the holiday arrangements will be subject to the conditions of the carriage of the airline concerned, which conditions are generally printed on or referred to in the airline ticket or airline booking confirmation. These conditions, some of which limit or exclude the airline's liability to the client, are subject to international agreements.

8b) The Company is responsible to the client for the proper performance of the obligations under this contract and (except as set out in conditions 8c, 8d, 8e and 8f) will be liable to the client for any damage caused to him by failure to perform the contract or of any improper performance of the contract only, (except in the case of personal injury) to the extent the client is unable to recover compensation for the same from any other person. No person who is not an authorised employee of the company is entitled to alter or cancel travel or accommodation arrangements, make or promise refunds, recommend local services, obtain or provide loans or extra services or incur any expenses on behalf of the Company without specific written authority.

8c) The Company is not liable for the cancellation of locally operated tours where the client has arranged such tour himself, irrespective of whether the tour was arranged directly with the operator or through a third party or local agent. The Company is not liable for any breach of contract between any such local tour operator and the client nor for any negligence of any such local tour operator or his employees.

8d) The Company will not be liable for any damage caused to the client by failure to perform the contract or by improper performance of the contract where they are attributable to:

- (i) The client including cancellation by the Company pursuant to condition 7b(ii)
- (ii) Cancellation by the Company pursuant to condition 7b(i)
- (iii) A third party unconnected with the provision of the service contracted for and such failures are unforeseeable and unavoidable or
- (iv) Where such failures are due to:
 - a) unusual and unforeseen circumstances beyond the control of the company or
 - b) An event which the company or supplier of the services could not foresee or forestall

8e) Where damage has arisen on the non performance or improper performance of services of the contract, any liability of the Company, will be limited to the appropriate international convention which govern such services namely:

- (i) The Warsaw convention on International Carriage by Air, as amended by the Hague Protocol 1955
- (ii) The Berne Convention of 1961 on Carriage by Rail
- (iii) The Athens Convention of 1974 on Carriage by Sea.
- (iv) The Paris Convention of 1962 on the Liability of Hotel Keepers.

8f) The Company is only liable for loss of or damage to or delay in arrival of baggage caused directly by its own negligence. Items of high individual value such as watches, jewellery, cameras and furs are at all times at the client's risk and should be appropriately insured.

8g) It is a requirement of this contract that the client arranges appropriate travel insurance for himself or herself and all members of his or her holiday group. Such insurance should include cover for the cost of cancellation by the client, the cost of assistance, including repatriation, in the event of accident or illness and cover against injuries incurred through water sports. The Company will not be liable for any damages or losses incurred in the event that the client or any member of his or her group does not take out appropriate insurance.

8h) The Company will not accept liability for losses or expenses incurred due to delay or changes in airline services, war, strikes or other causes.

9. CANCELLATION BY THE CLIENT

If the client does not pay the balance of the holiday package or private charter by eight weeks prior to departure, then the Company's right to cancel the holiday pursuant to condition 7b(ii) shall be exercisable upon one week's notice to the client. In this event or if the client cancels the arrangement after the booking is accepted, the deposit is forfeited. Additionally, if a cancellation occurs on Travel Club and general holidays, for either of the above reasons, within 60 days of departure, the following charges will be payable by the client, namely:

Between 60-30 days 50% of total holiday price

Thereafter 100%

On Private Charters the individual charter contract provides details.

After acceptance of the booking if the client alters the confirmed arrangements, an amendment fee of £25 per adult, together with any tax and other costs may be charged. Additionally if the alteration is within 45 days of the original departure dates, the above cancellation charges may be applied at the Company's discretion.

10. PRICES AND RATES OF EXCHANGE

Prices quoted for holidays are based on costs evaluated in pounds sterling. As external factors may affect fuel prices resulting in increased, or decreased running costs of boats and other transport, the Company reserves the right, up to 30 days before the departure date, to alter the price of the holiday to take account of such variations. The price will not, however, be altered within 30 days of the departure date. No price increases shall be made if charges calculated amount to less than £100 on boat charters and less than £50 on general services. The client hereby undertakes to pay the increase within 14 days of notification unless he shall withdraw from the contract pursuant to condition 7e. For this purpose time is of the essence and should he fail to do so the Company may cancel the holiday pursuant to condition 7b (ii) and the provisions of condition 9 will apply to the charges payable and as to forfeit of the deposit.

11. WHAT THE PRICE INCLUDES

For details of what the price covers for all private boat charters, land tours, tailor-made holidays and Travel Club holidays, the individual price lists, leaflets and/or quotations give all details. A separate Private Charter Contract provides details of each individual boat charter.

12. CLIENT'S RESPONSIBILITIES AND DEEMED CANCELLATION

- (a) The client is responsible for ensuring that all members of the group, if appropriate, have a valid passport, visas, vaccinations and health certificates which conform to all relevant health regulations. All costs arising out of failure to comply with any requirements in relation to the same are at the client's expense and the Company accepts no responsibility for the client's failure to comply with the same.
- (b) The client is responsible for all group members travel to the United Kingdom departure airport and must ensure that he complies with all check-in times. The Company accepts no responsibility if the client is late and misses the flight.
- (c) The client is responsible for his own fitness to travel. The Company accepts no responsibility if the client is unfit to travel, or is deemed to be unacceptably under the influence of drink or drugs and is denied boarding to the aircraft or boat.
- (d) In the event of a client failing to comply with any of the requirements set out in paragraph (a) above, missing the flight, or being denied entry to the aircraft or boat, the Company may cancel the holiday pursuant to condition 7b(ii).

13. COMPLAINTS

In the event that the client has any complaint about any aspect of his or her DayDreams holiday, that complaint should be reported immediately, where possible, to the Company, or to the Company's local Representative and to the supplier of the services concerned, in order that the Company may be given the opportunity to rectify the matter during the holiday. Furthermore any complaint about the holiday must be made in writing to the Company by no later than 28 days following completion of the holiday and if not made within that period, no claims for compensation, damages, refund or of any other payments whatsoever will be entertained by the Company.

14. LAW AND JURISDICTION

14.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

14.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).