

Terms and conditions – Your contract is with Healthspan Leisure

The Terms and Conditions below apply to all holiday bookings made with Healthspan Leisure, i.e. those which are inclusive of travel and /or activity course(s) as well as bookings made for hotel(s) only. Specific conditions which apply to travel or activity holidays may be disregarded in the case of bookings made for hotel accommodation only.

1. YOUR HOLIDAY CONTRACT

At the time of booking you will be required to pay a non-refundable deposit equal to the value of your first night's stay, together with an insurance premium, if required. The company will not accept any booking without a paid deposit. On receipt of the deposit we will send you a confirmation that once signed will act as the contract between you and Healthspan. In signing the form you are accepting on behalf of you and all members of your party the terms of these booking conditions.

2. YOUR HOLIDAY PRICE

The price of your holiday is based on known hotel rates and transport costs on the date of booking. Once we have sent you a confirmation of booking, we will only change the price of your holiday where there is an unforeseen but significant increase or decrease in transportation costs imposed on us such as fuel, landing fees or airport taxes. No change will be made within 30 days of your date of departure.

3. BALANCE OF PAYMENT

The balance of the price of your holiday must be paid at least 30 days prior to your date of departure. If you make a booking within 30 days of the departure date, you must pay the full price of the holiday at the time of booking. Deposit and balance payments can be made by debit or credit card.

If the deposit and/or balance is not paid in time, we reserve the right to cancel your holiday. In the case of the balance not being paid on time, we may also retain your deposit.

4. IF YOU CHANGE YOUR BOOKING

If, after our confirmation invoice has been issued, you wish to change your holiday arrangements in any way, for example your chosen departure date, we will do our utmost to make these changes but it may not always be possible. Any request for changes must be made in writing from the person who made the booking. You will be asked to pay an administration charge of £25 per person and any adjustment required to the price of the holiday relevant to the new booking. We will advise you of any further cost before making the change. You should be aware that these adjustment costs could increase the nearer to the departure date that changes are made and you should contact us as soon as possible.

5. DISCLAIMER

The customer acknowledges that he may be engaging in any activities provided by the company and waives any or all claims that he may have in the future against the company and any of its shareholders, directors, officers employees or servants for any personal injury, death, property damage or other loss which the customer may sustain during or as result of the activities and hereby covenants with the company to indemnify, keep indemnified and save harmless the company against any such claim made by the customer.

6. IF YOU WISH TO TRANSFER YOUR BOOKING TO ANOTHER PERSON

If you are prevented from taking your holiday you may transfer your booking to another person by contacting us, providing full details of the person to whom you wish to transfer your booking.

A transfer fee of £25 will be charged, plus any additional costs we incur. The person to whom you transfer the booking must take out an insurance policy, as your own policy is unlikely to be transferable.

7. IF WE CHANGE YOUR HOLIDAY

It is unlikely that any changes will be made to your holiday. However, we may occasionally have to make minor

changes (for example a change to travel time of less than 12 hours) and reserve the right to do so at any time. We will advise you of any change at the earliest possible date but minor changes do not entitle you to any compensation.

If we make a major change to your holiday (for example a change to your departure airport or room type), we will inform you as soon as reasonably possible if there is time before your departure. You will have the choice of either accepting the change of arrangements, accepting an offer of alternative travel arrangements or holiday of comparable standard from us if available, or cancelling your booked holiday and receiving a full refund of all monies paid.

8. IF YOU CANCEL YOUR HOLIDAY

You, or any member of your party, may cancel your holiday arrangements at any time. Written notification from the person who made the booking on your behalf must be received at our offices. Since we incur costs if you cancel your holiday arrangements, you will have to pay the applicable cancellation charges up to the maximum shown below.

Days before departure	Cancellation fee
More than 45 days	Deposit only
30-45 days	40%
15-29	50%
8-14	60%
4-7	70%
1-3	80%

In all cases the insurance premium is non-refundable.

9. IF WE CANCEL YOUR HOLIDAY

We also reserve the right, should circumstances dictate, to cancel your holiday. However, we will not cancel your holiday within 30 days of the date of your departure, except for reasons of force majeure or failure by you to pay the final balance. If we are unable to provide your requested holiday, you will be offered an alternative hotel or set of dates (with the holiday cost being adjusted to reflect the revised arrangements) or a full refund of all monies paid for the holiday.

Force Majeure: This means that we will not pay you compensation if we have to cancel or change your holiday arrangements in any way because of unusual or unforeseeable circumstances beyond our control. These can include, for example, war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions.

10. IF YOU HAVE A COMPLAINT

We appreciate that in spite of our care, problems can arise. If you have a problem with any aspect of your holiday, please inform the hotel management at the earliest opportunity. Immediate reporting is essential to give us the chance to put matters right, and to minimise the disturbance to your holiday. If you fail to follow this procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were on holiday and this may affect your rights under this contract.

Should you feel matters have not been satisfactorily resolved for you locally, please follow this up in writing to our Customer Relations Department within 28 days of your return home giving your booking reference and all other relevant information. The Customer Relations address is Healthspan Leisure Limited, PO Box 425, St Peter Port, Guernsey GY1 3WJ. We aim to respond to any complaints within 28 days of receipt although this may take longer if we have to investigate and wait for a response from another party.

11. OUR LIABILITY TO YOU

(i) We do our best to ensure that the holiday that you book with us is supplied as described in the hotel brochure or website. We accept responsibility for the proper performance of the services we have contracted to provide and, if they are not provided as promised, due to the fault of our employees, agents or suppliers we will pay you appropriate compensation if this has affected the enjoyment of your holiday. Except in the case of damage resulting in death or injury, we reserve the right to limit our liability to twice the cost of the holiday, which we have contracted to provide.

(ii) We will not make any payment if your injury, illness or death was caused by an event or circumstances that we, our suppliers and employees could not have predicted or avoided, even if they had taken all necessary and due care. We will not make any payment if your illness, injury or death was your own fault.

Note: If we make any payment to you by way of compensation for any loss, damage or injury that you suffer on your holiday, you agree to assign to us any rights that you have against our supplier (for example the airline) or any other person that you may have and you agree to co-operate fully with us if we wish to enforce the rights that you have assigned to us.

The maximum we will pay you for any claim is the maximum amount payable for the claim in question under the insurance policy we offer as set out under the headings 'Summary of principal cover' in essential information. These limits apply whether or not you take out our recommended insurance policy. When dealing with any such claim, we will use the definitions contained in this policy.

12. YOUR FINANCIAL PROTECTION

The holidays on our website and in our brochure and supporting documentation are ATOL protected since we hold an Air Travel Organiser's Licence granted by the Civil Aviation Authority. Our ATOL number is ATOL 6917. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded and will arrange to refund any money you have paid to us for an advance booking. For further information, visit the ATOL website at www.atol.org.uk

13. HOLIDAY CONDUCT

Please note that we reserve the right to refuse to accept or retain any person as a client if their conduct is disruptive and affects the enjoyment of other holidaymakers. We shall be under no liability for any costs incurred by such a person as a result of doing so. Healthspan Leisure is legally entitled to deny admission or transportation to any persons behaving in a disorderly manner likely to affect the enjoyment of other holidaymakers. Any person who is denied admission/transportation shall be deemed to have given notice of cancellation of his/her booking at that moment.

14. CONDITIONS OF TRAVEL

When you travel by air, your journey may be subject to certain international conventions such as the Montreal Convention. You agree that the airline's own Conditions of Carriage will apply to you on that journey. When arranging this transportation for you, we rely on the terms and conditions contained within these international conventions and those Conditions of Carriage. You acknowledge that all of these terms and conditions form part of your contract with us as well as with the airline. Please ask if you wish to see a copy of any of the conditions applicable to your journey.

The air holidays and flights are ATOL protected by the Civil Aviation Authority.

