

Trading Charter

Our commitment to you Prices

Siesta endeavours to ensure that the most up to date and correct prices are shown in our brochure and on our website. Occasionally, an incorrect price may be shown, due to an error. When we become aware of any such error, we will endeavour to notify you at the time of booking (if we are then aware of the mistake) or as soon as reasonably possible. We reserve the right to cancel the booking if you do not wish to accept the price which is applicable to the holiday.

Local Authorities in many towns and cities throughout Europe have introduced tourist taxes which must be paid directly to the hotel by all guests in person. These taxes are not included in our prices but we will notify you when applicable.

Holiday prices include all travel, hotel accommodation and meals as specified in the holiday description and VAT payable in the UK where applicable. The price of the holiday will not be subjected to any surcharges except those arising from exchange rate changes, transportation including the price of fuel & ferry operator fares and tolls, embarkation or disembarkation fees at terminals, duties and taxes

(including the rate of VAT). Even in these cases we will absorb the cost equivalent to cost of the first 2% of the holiday price. Amounts more than this plus £1 administration fee and Travel Agents commission will be surcharged to you. If this means the total cost of the holiday increases by more than 10% then you are entitled to cancel your holiday and receive a full refund of all monies paid except any insurance premium and amendment charges. We will communicate the options with you either through email or letter, with a reminder if necessary. If you exercise the right to cancel we must receive written notice within 14 days of the date of the surcharge invoice. The currency exchange rate used in the holiday costings are based on rates as at €1.10 = £1.

Cancellation by us

We may cancel your holiday in the following circumstances:-

- if the holiday becomes impracticable or inadvisable by reason of hostilities, political unrest or, without limitation, any other unusual or unforeseen circumstances beyond our control.
- if we do not receive the minimum number of bookings which we require to run the holiday by 35 days before the scheduled departure date, in which case we will inform you in writing of the cancellation 28 days before the scheduled departure date.
- if you have not paid for your holiday in full not less than ten clear weeks before the departure date.

If your holiday is cancelled under either sub-paragraph (a) or sub-paragraph (b) above, we will, if we are able, offer you an alternative holiday which you may accept, in which case we will refund the difference between the price of the original holiday and the alternative holiday (if the alternative holiday is less expensive) or you will be required to pay us the difference between the price of the alternative holiday and the original holiday (if the alternative holiday is more expensive). You will be entitled to a full refund of all the monies paid by you to us for the holiday, should we not offer, or you do not wish to accept a substitute holiday.

Alteration by us

The Company reserves the right at its own absolute discretion to alter the itinerary of the tour and in extreme circumstances re-locate clients to alternative accommodation of similar cost or better standard as it shall deem necessary and in such event the Company shall not be liable to the passenger for any losses, damages or inconvenience resulting there from.

If a major change becomes necessary, we will inform you or your travel agent as soon as reasonably possible if there is time before your departure. A major change is one that we make to your holiday arrangements before departure that involves resort area or offering accommodation with a lower standard. You then have the choice of: (A) accepting the changed arrangements as notified to you; (B) purchasing another available holiday from us; or (C) cancelling your holiday.

Compensation payments: (per fare paying passenger (If you choose (A) or (B) your holiday cost will be reduced by the amount shown.

If you choose (C) we will refund all money you have paid plus the compensation shown below.

Compensation payments do not apply to major changes or cancellation caused by reason of war or threat of war, riots, civil strife, terrorist activity, industrial disputes, natural and nuclear disasters, fire, technical problem to transport, closure or congestion of airports or ports, cancellations or changes of schedules by scheduled airlines and similar events beyond our control.

Notification more than 35 days before departure	Nil	35-15 days	£10	14-0 days	£15
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Our liability to you

We accept responsibility for services which we are contractually obliged to provide should they prove deficient or not of reasonable standard. We accept responsibility for any loss or damage which you may suffer on holiday as a result of the negligence of our employees or agents.

Most accommodation is provided by independent suppliers, for whom we will accept responsibility on the terms set out as follows.

If you or any member of your party suffer death, bodily injury or illness arising from the negligence of our suppliers, their sub-contractors, servants and/or agents, we will accept responsibility provided that they were acting within the scope of, or in the course of their employment when the accident occurred. Should any payment be made to you or any member of your party by us in any of the circumstances referred to in this section, we reserve the right to claim in your place against the person or organisation responsible for causing the illness, injury or death. This means that you must agree to assign that part of your rights to us and we will be subrogated to those rights.

Clean Air Policy - Smoking/e-cigs is/are strictly forbidden in our accommodation.

Pets - No pets of any description are allowed.

Mobility

Lodges and Mobile Homes have no special facilities for infirm clients (having high steps and narrow doors etc). All sites also have unsurfaced and undulating areas. Whilst every effort will be made to ensure the safety and comfort of all handicapped or wheelchair bound clients we cannot guarantee that the services provided are suitable for all such clients.

Data protection statement

Please be assured that we have measures in place to protect the personal booking information held by us. This information will be passed on to the principal and to the relevant suppliers of your travel arrangements. The information may also be provided to public authorities such as customs or immigration if required by them, or as required by law. Certain information may also be passed on to security or credit checking companies.

If you travel outside the European economic area, controls on data protection may not be as strong as the legal requirements in this country. We will only pass your information on to persons responsible for your travel arrangements.

This applies to any sensitive information that you give to us, such as details of any disabilities or dietary/religious requirements. **If we cannot pass this information to the relevant suppliers, whether in the EEA or not, we will be unable to provide your booking. In making this booking, you consent to this information being passed on to the relevant persons. Full details of our data protection policy are available upon request.**

Brochure/Website Accuracy

All brochure descriptions are advertised by us in good faith and every care is taken to ensure their accuracy. However since we include so much detail and since the brochure is prepared up to 20 months in advance, there may be occasions when an advertised facility or entertainment is not available during your own particular holiday. Certain facilities require maintenance and sometimes have to be temporarily withdrawn from use for such work to be done. Other activities may not operate for reasons such as unstable weather conditions or lack of support. The operation of certain amenities and facilities may be subject to local licensing laws or religious holidays.

Regrettably, errors and omissions in information and prices can occur. It is your responsibility to thoroughly check all details of your chosen holiday.

Passport, visas, health and FCO advice

If you are a British citizen, you need a full 10 year passport for all holidays in this brochure. The UK government recommends that travellers going to the EU after 29 March 2019 have six months left on their passport and is also advising that any extra months which have been added to a 10 year passport will not be valid. If you hold a non-EU or non-EEA passport, you should call the consulate of the countries you plan to visit (or travel through) for advice prior to making any reservation. Passport advice can be found at www.gov.uk or by phoning the UK Passport Service Advice line on 0300 222 0000.

At the time of going to print no vaccinations are required for holidays in our brochures. However, regulations may change, therefore, it is advisable to check with your doctor or www.nhs.uk. Health advice can also be found in a useful Department of Health leaflet 'Advice on Health for Travellers' at www.gov.uk. The Foreign and Commonwealth Office produces up-to-date travel information to help travellers make informed decisions about travelling abroad at www.fco.gov.uk.

It's also the passengers sole responsibility to be aware of and comply strictly with all laws and customs documentation including passports and foreign exchange requirements of the countries to be visited and in default the Company reserves the right to repudiate this contract.

Special requests

We cannot guarantee special requests. Requests for pool view, adjoining rooms, high/low floors (remember with accommodation we do not have control over final allocations) etc. are subject to final planning availability. Alleged verbal confirmation of these requests at 'time of booking' etc. will be classified null and void without a confirmation/guarantee in writing and signed by the company. All bookings/reservations are accepted on this understanding.

Limited availability and availability of facilities

With all advertised holidays, special offers, free holidays, free transfer coaches etc., availability is limited and is strictly on a first-come first-served basis and offers will close once full. Certain facilities are not available early or late in the season, and, even in the height of the summer, advertised events and facilities, e.g. Barbecues, Entertainment, Kids Klub etc., may be withdrawn owing to inclement weather conditions, technical problems or lack of support.

Early season note

During the period March-June it is common for resorts, throughout Europe, to have groups of school children staying with them.

Your accommodation

Unless actually specified and named, your resort and accommodation will be allocated on your resort arrival.

Your room

A 'Double' room is a room with a double bed. A 'Twin' room is a room with two single beds. A 'Single' or 'Twin for sole use' is a room with one or two single beds. Single rooms are often smaller, may not have a balcony and may not be of the same general standard as normal twin rooms. A 'Triple' or '4-bedded' room is usually a twin room or double room with extra bed(s) added. This can make the room cramped in many cases. Any extra bed(s) may be of the folding type so that they can be moved in and out of the room easily.

Hotel prices are per person and based on minimum 2 adults sharing a twin/double room.

N.B. Catalan Government Tourist Tax (payable directly to the hotel/campsite upon arrival) **Campsites, Apartments and 1-3 Star Hotels:** 0.50€ p.p.p.n, **4 Star Hotels:** 1€ p.p.p.n (correct at time of printing and subject to change). The tax is payable **only** for the first 7 days of your stay. Children under 16 years are exempt.

Delays

(a) All tickets and vouchers are issued by the Company subject to the condition that the Company shall not be liable to the passenger for any injury, loss, damage, delay or inconvenience caused to or suffered by the passenger which may be occasioned either by reason or any defect in any vehicle, equipment or building provided by the Company or through the acts or commission or omission of any company, firm or person or any employee or servant of any such company, firm or person providing transport, accommodation, refreshment, insurance facilities or services in connection with the said holiday.

(b) Similarly the Company shall not be liable for any damage, losses or additional expenses incurred or suffered by the passenger as a result of delays or change in route by road or by sea as a result of sickness, quarantine, weather, war, strike, lock outs, civil commotions or change of itinerary.

(c) Similarly, if a delay affects other commitments, such as recommencement of work or other appointments, the Company and the Insurance Company will not indemnify the client and will not be held responsible for any loss.

Your commitment to us

1. Booking and Payments

(a) The company requires the deposit payment stated thereon (including infants travelling free and children free/special price) and this amount is payable to the Company immediately. The acceptance by the Company of a deposit shall not imply acceptance of the reservation. Acceptance of a passenger's reservation as aforesaid shall be in writing and delivered to the passenger by pre-paid letter post at the address appearing on the booking, to the passenger personally or by email, errors and omissions excepted.

(b) The company shall not be liable to the passenger for any loss or damages suffered whether direct or indirectly as the result of the Company's failure to accept a reservation or for errors and omissions.

(c) On acceptance of the reservation by the Company the deposit shall be deemed to be in part payment of the tour departure date appearing on the invoice and is not refundable.

(d) The balance of the said tour price shall be received by the Company not less than ten clear weeks before the tour departure date appearing on the invoice. In the event of non-payment of the said balance as aforesaid the reservation shall be deemed to have been cancelled by the passenger and the Company shall be at liberty to forfeit the deposit and any monies paid on account of the price.

(e) Any money paid by you to a travel agent is held by the agent on behalf of Siesta International Holidays Limited.

(f) **It is the client's responsibility to check all invoices/tickets etc. for any human or mechanical errors in respect of the accommodation and travel in order to give the company the opportunity to rectify the same.**

2. Cancellation by you

A cancellation can only be accepted in writing or if booked online, by email to sales@siestaholidays.co.uk The cancellation will be effective from the date it is received at our offices. In the event of a cancellation either for one or all persons named on the booking form, we will levy our scale of cancellation charges, which is based on the estimated expenses and losses suffered by us as a result of cancellations.

The scale is as follows:

Period before scheduled departure date within which written notification is received	MORE THAN 70 DAYS	29 to 56 days	15 to 28 days	1 to 14 days	Dep. day or after
Amount of cancellation charge shown as a % of the total holiday	DEPOSIT ONLY	50%	70%	100%	100%

The minimum cancellation charge in any case is the amount of the deposit paid. Cancellation charges occurring within the scope of the insurance may be reclaimed direct from the insurance Company when cover has been affected.

3. Alteration by you

If, after your booking has been confirmed, you wish to change to another of our holidays within this brochure or alter your booking in any way e.g. by changing your departure date, accommodation or resort, we will do our utmost to make the changes, provided written notification is received at our offices.

We will charge amendment fees to change a name on a booking outside 14 days to departure, these will be added to the new invoice. The new lead person and you should they fail to pay will be responsible for the payment of any balance due on the new invoice.

We charge an 'Amendment Fee' for each detail of your booking that we allow you to change, see guide to our amendment fees below. Please note that more major changes, including but not limited to, arriving later than planned changes which lower the basic price of your holiday will be treated as a cancellation and incur the appropriate charges in line with section 2. Please bear in mind that certain transport/accommodation and providers treat changes as a cancellation and charged accordingly, up to 100% of the cost for that part of the arrangement. Where applicable these charges will be passed on to you.

When changing your holiday details, the price of your new travel arrangements will be based on the price that applies on the day you make the change. These prices may not be the same as when you first made your booking. Some accommodation is priced according to the number of people staying there. If your party size changes, we'll recalculate your booking cost based on the new number of people going. If fewer people share the accommodation, then the cost per person may go up. This extra cost is not a cancellation charge and is not normally covered by insurance.

4. Amendment Fees

Any alterations made to your booking after invoicing and prior to 10 weeks before departure will be subject to a minimum administration charge of £10 per person, per change (max. £40 per booking, per change). Departure date (1 change), duration (1 change), accommodation (1 change), resort area (1 change) etc. Any alterations made within 10 weeks of departure will be subject to normal cancellation charges as section 2. Names changes and adding extra people outside 10 weeks of departure for Self-Catering accommodation will incur £10 admin fee per person. Within 10 weeks will be £25 per person. For hotel accommodation, the above applies and also any charges subject to each individual hotel contract.

Your Accommodation is available for use only by those persons accepted by us and named on the booking form in writing.

5. Something not to your liking?

(1) Bring it to the attention of our representative at the time when he/she should try to rectify it (2) If nothing can be done about it then, complete a client report form signed by our representative at the resort or on the coach (which ever is relevant). (3) If you intend to complain, forward your complaint in writing or by email to our Customer Relations Manager at our Middlesbrough office within 28 days of your return. cust.servs@siestaholidays.co.uk

N.B. No verbal complaint will be handled in the UK. Please note: All these points 1, 2 and 3 are conditional for any complaint consideration.

6. Part Deposit Assistance

Owing to administration restrictions, this can only be available for clients booking directly with Siesta.

Part Payment Options You can choose to pay the balance of your holiday in installments at any time. Balance must be fully paid not less than 10 weeks prior to UK departure.

Deposits are non refundable. Balance of deposit must be paid in full by dates stated above.

N.B. No prior reminders will be sent. After this date, bookings will be cancelled with loss of all monies paid.

7. ARRIVAL AT RESORT - Check-in from 4.00pm. Check-out from 9.00am. (These times could vary, please check on site)

1. Late arrival/early departure charge - €30 per unit (as detailed on page 63 of our Self Catering brochure).

2. Deposit payments - These are both **refundable** on departure, less any deductions:-

(a) **House Keeping Deposit** - (excluding BBQ) is **£50** per unit - payable by cash not cheque.

(b) **Contents Deposit** - **£200** per unit - payable by cash not cheque

OR the following option:-

Contents Accidental Damage Waiver - costs **£15** per unit, this avoids the need to pay £200 per unit deposit in resort. We will add the £15 premium (non-refundable) onto your final holiday balance unless requested otherwise, at time of booking (see 'important information' on pages 47-53 of our Self Catering brochure).

In the event of any significant damage the first £50 must be paid in resort, any extra is covered up to a maximum of £500.

N.B. The above covers accidental damage to 'CONTENTS' only. Your actual holiday accommodation must be covered by your Personal Travel Insurance.

8. Client conduct - Disruptive behaviour - adhering to conditions of booking

The company reserves the right to **terminate the contract** with any client(s) whose unacceptable conduct disrupts or affects fellow holidaymakers or staff, or for **non adherence to our conditions of booking** including **SMOKING (including e-cigs) in mobile homes and Lodges, foul and abusive language and threatening or aggressive behaviour towards staff or guests enroute or abroad**. In the event of such contract being terminated their alternative accommodation becomes their own responsibility and the Company could further **pursue for costs**.

Site regulations require STRICT SILENCE from MIDNIGHT to 8.00am and respect and consideration for all.