

## HOLIDAY INFORMATION

### **BROCHURE DESCRIPTIONS**

The properties featured in our brochure have been described as accurately as possible and every effort will be made to supply what has been described. However, during certain periods some facilities may be withdrawn at short notice due to maintenance, weather conditions etc. Similarly, air conditioning/heating, heated swimming pools, children's clubs and entertainment may only be available at certain times of the year. When we are informed by our local agent of any permanent changes, we will endeavour to pass this information on to you. All properties do need regular maintenance, therefore although we will do our best to keep you informed of any major developments, we cannot take responsibility for work that is commenced without our prior knowledge. Electricity and water supplies can sometimes be erratic and although tourist areas are often deemed to be top priority, sometimes they do break down. Some of our villas are situated in rural areas and you should therefore be aware that noises such as dogs barking and cockerels crowing are normal every day occurrences. You should also remember that mosquitoes, ants and creatures in general are a normal holiday occurrence. Not all facilities listed as available at hotels are complimentary, please ask which are before you book.

### **ACCOMMODATION**

The accommodation booked should only be used for the number of people stated on the booking form. Any extra persons found on the premises constitute a breach of contract and may result in the termination of your holiday. Any additional beds in rooms may either be folding or sofa beds suitable for adults and/or children and will be advised at the time of booking. Maids normally clean our villas once a week. Any additional maid service or cleaning must be arranged and paid for locally. In most villas towels and bed linen are changed once a week. For those of you staying for seven nights please be aware that your villa will be cleaned for your arrival and again on your departure. The cleaning of the pool and surrounding areas is normally on a local contract basis and you should be aware that maintenance staff have unlimited access to the properties. All villas are available for occupation from 3pm onwards on the day of arrival and must be vacated by 10am on the day of departure. Times may vary for hotels. Air conditioning where available is payable locally. When hiring a villa a breakage deposit is usually required payable by credit card at the beginning of your stay. The deposit will be refunded provided all conditions of hire have been met and after deducting the cost of repairing any damages caused by your party.

### **MEALS**

Villas are booked on accommodation only basis. A welcome hamper containing basic necessities is included in our prices. Hotels usually offer a choice of board arrangements. Your requirements should be stated clearly on your booking form at time of booking. Children's meals if available usually need to be arranged and paid for locally.

### **EXTRAS**

Cots, high chairs and extra beds may be available. Your requirements should be requested at time of booking. Any additional charges will be advised before your booking is confirmed. Please note that cot linen is not provided and that any cots may not conform to British standards. Villas are normally furnished with the cutlery/ crockery for the recommended number of guests. If extra guests are booked into a villa in excess of the normal capacity there may not necessarily be adequate cutlery/ crockery for any additional persons. Babysitting can be arranged locally or in advance at most hotels, all arrangements will be paid for locally.

### **CHILDREN'S REDUCTIONS**

Reductions are only available to children sharing a room with two full fare-paying adults. To qualify for reductions children must be between the ages of 2 and 11 on the date of departure or other such ages as specified.

### **SINGLE TRAVELLERS**

Single room supplements are normally payable throughout the season for hotel accommodation. In some instances a twin room may be provided for sole occupancy though sometimes single rooms can be smaller and less well appointed.

### **FLIGHTS**

Indicative holiday prices shown in this brochure are based on the flights available when the brochure was printed. We will provide you with a personal quotation when you are ready to book. As the prices of flights changes regularly so holiday prices will be affected and can go up as well as down depending on flight price and other changes.

### **CAR HIRE/ TRANSFERS**

Private return transfers are included in all our hotel holidays. Car hire is included in the prices of some of our villa holidays. We recommend you make car hire arrangements through us at the time of booking. The number of persons travelling determines the size of car provided. It is possible to upgrade to a larger car for an extra charge. We will be pleased to provide a quotation. Our cars include full insurance and unlimited mileage. Baby seats may be available and should strictly be requested at time of booking. Drivers must be over the age of 25 and have held a full British driving licence for at least 2 years with no convictions or penalties for motoring offences. The car will be made available at your destination airport and should be returned to the airport prior to departure.

### **INSURANCE**

All clients travelling with Moxley & Co must provide proof of adequate travel insurance.

### **PASSPORTS AND VISAS**

It is your responsibility to make sure that all persons in your party including children have the required passports and visas for your chosen destination. Castaways Holidays will not be held responsible if entry to a country is denied due to a lack of required passports or visas.

### **HEALTH**

Please check with your own doctor for up-to-date information on health regulations or refer to the Department Of Health leaflet T4 (The Travellers Guide to Health). If you require medication please carry supplies with you in your hand baggage, together with items such as contact lenses.

If any member of your party will be more than 28 weeks pregnant on the date of your return airline regulations require a medical certificate stating that the person concerned is fit to travel. Anyone more than 32 weeks pregnant will not normally be allowed to fly.

### **WHAT IS INCLUDED IN THE PRICE OF YOUR HOLIDAY**

Flights from UK airport to destination airport and return or car ferry or train (as applicable and shown on booking confirmation)  
Airport taxes  
Luggage allowance plus permitted hand luggage  
Transportation to hotel or car hire from airport (as per booking confirmation)  
Accommodation (as per booking confirmation) -  
Car hire (if applicable, as per booking confirmation)  
Meet and greet by our representatives/ agents on arrival at your destination

### **WHAT IS NOT INCLUDED IN THE PRICE OF YOUR HOLIDAY**

Transport to and from UK airport  
Insurance  
Extra services at accommodation e.g. Drinks, gym, personal items, air conditioning, watersports/beach facilities, laundry, (unless otherwise indicated).  
Local city or eco taxes.  
Supplementary facilities e.g. cots, extra beds.  
Breakages or damages caused by you.  
Excess baggage including sports equipment. Unless pre-booked and paid for.  
Meals and refreshments en route except those confirmed in advance by us and paid for.

### **BOOKING YOUR HOLIDAY**

Please call us on 01737 812255 or see your local ABTA Travel Agent, to check availability. When booking a deposit of at least £300 per person is required along with any travel insurance needed. This deposit is non-refundable in the event of a cancellation. The balance of your holiday cost is due for payment 12 weeks before departure. If booking less than 12 weeks before departure, full payment is required. You can pay in a number of ways - by cheque, BACS or EFT, debit card and credit card. .

### **SPECIAL REQUESTS**

If you have any special requests please advise us at the time of booking. Some requests may incur a charge. We will try our best to meet your requirements but in most instances these cannot be guaranteed.

## BOOKING CONDITIONS

Moxley & Co are committed to fair-trading to ensure that you have an enjoyable holiday. Our conditions have been compiled as a result of our responsibilities in law and in no way affect your statutory rights. Your signature or that of your authorised agent on the booking form, will be taken as you and your party's acceptance of the following conditions. The expression 'the client' may be used in these conditions not only to apply to you, but to all other members of your party on whose behalf you have signed.

### **1. BOOKING YOUR HOLIDAY**

A non refundable deposit plus the applicable insurance premium (or evidence that Insurance has been taken) must be paid for each person including each child on making your booking. The deposit required is £300 per person for hotel holidays costing up to £3,000 per person and 10% of the holiday price for hotel holidays costing more. In certain cases where special prices for flights are available by paying for flights in full at the time of booking we will ask for a larger deposit. The deposit required will be confirmed to you when you are ready to book. The deposit required for villa holidays is 30% of the holiday price. Your holiday contract is with Glentop Limited trading as Moxley & Co, referred to as 'the Company'. Glentop Limited is registered in England No. 2778325. We are fully bonded members of ABTA (Y6174) and hold an ATOL licence 5384. The holiday contract is made with the Company and is subject to the laws of the United Kingdom. The contract is made with Moxley & Co when we post our confirmation invoice confirming your booking which we will do after receiving the required deposits and the booking form duly signed by someone over the age of 18, except in the case of bookings made within 12 weeks of departure when our Late Booking procedures apply. Should you later cancel, cancellation charges will become payable in accordance with paragraph 4. We reserve the right to refuse a booking without giving any reason.

### **2. LATE BOOKINGS**

Late bookings are those made within 12 weeks of departure. Once details have been confirmed to you over the telephone, a verbal contract shall be deemed to exist between you and Moxley & Co. All booking conditions, including cancellation charges will apply. Full payment will be due immediately.

### **3. PAYMENT OF THE BALANCE**

The balance of the cost of your holiday must be paid at least 12 weeks before departure. If we do not receive the balance, we shall be entitled to cancel the booking, retain your deposit and apply the cancellation charges as set out in paragraph 4. For Late Bookings made within 12 weeks of departure date, you will be required to pay the full cost of your holiday at the time of booking. In the unlikely event of a costing error caused by either our reservations team or appearing on your confirmation/invoice, the price shown in the brochure or subsequent late availability circular will apply. Similarly, we undertake to refund any overcharge caused by such error.

### **4. IF YOU CANCEL YOUR HOLIDAY**

It is agreed between us that should you wish to cancel all or any part of your booking, or that we cancel the booking due to non-payment then we shall be entitled to the following percentage of the holiday cost:

12 weeks or more before departure - loss of deposit  
83 - 50 days before departure - 40% or deposit if greater  
49 days or less - 100%

In addition to these charges, it may be necessary to add certain other conditions requiring more stringent cancellation charges, depending on holiday elements, such as, air ticket issue dates, seasonality of hotel stay dates, yacht charter, under-occupancy or single room supplements to other members of a party where member(s) of that party cancel and any other conditions that will be made known to you prior to booking. We must receive cancellation in writing signed by the person who signed the booking form or the duly authorised agent. Cancellation notification must also quote your Holiday Reference Number. You are reminded that once a deposit has been paid and we have confirmed the booking, a contract exists. We are then entitled to make a claim by law for the above cancellation charges even if you have not completed payment of the balance of the holiday cost. If illness or certain unavoidable causes result in cancellation, your insurance policy may apply. Important Notes: (a) Cancellation charges for Group Bookings differ and will be advised at the time of booking. (b) If you cancel a scheduled flight reservation, 100% cancellation charge will apply if air tickets have been issued and not returned to us (if air tickets have been returned to us, charges as detailed in the table will apply, unless you are advised differently by us when making your booking).

#### 5. IF YOU CHANGE YOUR RESERVATION

If you wish to alter the details of a confirmed booking, we will do our best to meet your revised needs. If we are able to make the changes you request there will be an amendment fee of £40 per person named on the booking form, in addition to the charge any increase, if any, in the costs of the revised arrangements. Amendments made to flight or accommodation 42 days or less before departure will be treated as a cancellation of the original booking and you will be liable to pay the relevant charge as shown in paragraph 4. For name changes (of some of the party members) notified to us more than 12 weeks prior to departure, a charge of £25 per name change will apply. Increasing to £50 per name change between 12 weeks and 21 days prior to departure. These charges may be additional to any levied by airlines or accommodations, some of which may charge a full cancellation charge at any time. Full cancellation charge (100% charge) will apply for name changes within 21 days prior to departure. Requests for name changes of all party members will be treated as a cancellation of the original booking. Cancellation Charges as detailed in paragraph 4 will apply. All amendments must be confirmed to us in writing. No refund will be made for unused accommodation or services during an independent variation of a holiday.

#### 6. IF WE CHANGE YOUR RESERVATION

We plan your holiday arrangements many months in advance and although it is unlikely that we will have to make any changes to confirmed arrangements, occasionally, changes may be made and we reserve the right to do so at any time. Most changes are of a very minor nature and we will advise you or your Travel Agent at the earliest possible date. The scheduling of departure times may be varied after this brochure is printed, either by Airport Authorities or other factors beyond our control. We will advise you or your Travel Agent as soon as any change is known to us which involves a flight alteration exceeding 2 hours. But please do check your travel documents as soon as you receive them. We reserve the right to substitute alternative carriers and/or aircraft types if necessary. As a result should you decide to transfer to another holiday or cancel your holiday, normal cancellation charges as detailed in paragraph 4 will apply. If a major change occurs, we will inform you or your Travel Agent as soon as it is reasonably possible. A major change is one that we make to your holiday arrangements before departure that includes changing your airport(s) (except between Gatwick, Heathrow, Luton and Stansted or between alternative airports within the same overseas city/resort area), time of departure or return by more than 12 hours or offering accommodation of a lower standard. In such cases you have the choice of either accepting the revised arrangements as notified to you, or cancelling your holiday with full refund of money paid. If you accept the new arrangements we will pay compensation on the scale shown below  
Notification Period: More than 8 weeks before departure - Nil  
29-55 days before departure - £10 per person  
28-15 days before departure - £20 per person  
Less than 14 days before departure - £30 per person  
For children invoiced at a reduced rate, compensation will be paid on a pro-rata basis. Important Note: Compensation payments do not apply to any changes caused by the Force Majeure events set out in paragraph 8, neither do they apply in the case of a flight delay occurring after check-in.

#### 7. CANCELLATION BY US

We will not cancel your holiday within 8 weeks of your departure unless caused by events beyond our control and set out in paragraph 8 or unless you have not paid the final balance due. If we are obliged to cancel your holiday more than 8 weeks before departure we will endeavour to offer you an alternative. If this is not acceptable, we will naturally, refund all monies paid.

#### 8. OUR RESPONSIBILITY TO YOU

We accept full liability for the proper performance of our obligations under our agreement with you for the provision of your holiday. If you or any member of your party suffers damage caused by our failure to perform or our improper performance, we accept liability except in the following circumstances:

If the failure or improper performance is your fault or the fault of any member of your party.

If the failure is the fault of someone else not connected with the provision of services, which make up the holiday confirmed by us.

Force Majeure events over which we have no control. These include war or threat of war, riots and civil strife, terrorist activity, natural or nuclear disaster, weather conditions, fire, flood, drought, industrial disputes, government action, airport regulations and closures or technical transportation problems, which may affect

the service of hotels abroad or the scheduling of aircraft or other transport or other circumstances amounting to Force Majeure. Any event which we or the supplier of any service could not foresee or forestall. Our liability in all cases shall be limited to twice the cost of the holiday arrangements booked.

#### 9. ASSISTANCE

We shall offer you prompt general assistance should you suffer difficulties, illness, personal injury or death during your holiday with us except those arising out of an activity which neither forms part of the holiday we have confirmed, nor an excursion booked through us. The only limitation on our acceptance of liability set out here is (whichever is the less) - except in cases of personal injury, our liability will not be more than twice the price of the holiday of the person making the claim against us; and our liability will not exceed any limitation applicable under any international convention governing or relating to the provision of the service complained of, even if that convention has not been ratified by or applied in the United Kingdom.

#### 10. COMPLAINTS PROCEDURE

If you have a problem during your holiday, please inform your Moxley & Co representative and/or the relevant supplier (e.g. hotel), who will endeavour to put things right. If your complaint cannot be completely resolved during your holiday, you must obtain written confirmation from the supplier or your Moxley & Co representative, showing that your complaint has been lodged. Please follow this up within 28 days of your return home by writing to us, with your original booking reference number and all other relevant information. It is a condition of this contract that you communicate any problem to the supplier of the service in question, and/or to your Moxley & Co representative whilst in the resort. Also you must obtain written confirmation of the complaint lodged. If you fail to follow this simple procedure, we cannot accept responsibility as we have been deprived of the opportunity to investigate and rectify the problem. Disputes arising out of, or in connection with this contract which cannot be amicably settled may be referred to arbitration under a Special Scheme which, though devised by arrangement with the Association of British Travel Agents, is administered independently by the Chartered Institute of Arbitrators. The Scheme (details of which can be supplied by ABTA on request) provides a simple and inexpensive method of arbitration on documents alone with restricted liability on the customer in respect of costs. The scheme applies to claims for amounts less than £1,500 per person/ £7,500 per booking form and does not apply to claims which are solely or mainly in respect of physical injury or illness or the consequences of such injury or illness.

#### 11. GENERAL CONDITIONS

Any money paid by you to your Travel Agent for booking a holiday in this brochure is held by him on behalf of Moxley & Co, who are acting as the principal. If the behaviour of any member of your party is considered likely to cause offence, danger, damage or distress to others, we reserve the right at all times to cancel or terminate a holiday completely. If, for example any airline pilot, coach driver accommodation owner or manager, or senior member of our staff considers that your behaviour is unacceptable, they are authorised to terminate a holiday wherever and whenever necessary. If this situation arises, our responsibility will cease and we will not be obliged to cover any expenses incurred by the party concerned and neither will we consider any claims for compensation or refunds whatsoever. We will also be within our rights to impose cancellation fees.

#### 12. HOLIDAY INSURANCE

It is a condition of booking that you have adequate travel insurance.

#### 13. PRICE GUARANTEE

Moxley & Co reserve the right to increase or decrease the prices shown in brochures and price lists. We guarantee though that once we have received your booking form and deposit and issued a confirmation invoice, we will not change the price of your holiday due to adverse exchange rate fluctuations. The price of your holiday up to 28 days before departure will remain subject to surcharges for increases in transportation costs and government imposed charges and taxes. We will absorb the first 2% of any such increases. In the event that a proposed surcharge exceeds 10% of your holiday price you will have the option to cancel and receive a refund of all monies paid after deduction of any insurance premiums, administration and or amendment charges.

#### 14. GENERAL INFORMATION

The holiday information forms part of our terms and conditions for booking. Please read carefully. No verbal changes are allowed to the information shown or booking conditions unless confirmed in writing.

#### 15. 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 will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where we are not able to do so in the unlikely event 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 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.

#### 16. DATA PROTECTION & GDPR

Moxley & Co is registered under the Data Protection Act 1988 and deals with all personal data in accordance with it. It is necessary for us to pass personal data to airlines, hotels, transportation companies, insurers and other agents in order that we can arrange your holiday. By confirming a booking with us, you have consented to allow the passing on of such data as we deem necessary for that purpose. Under the Data Protection Act, you have the right to inspect relevant personal information held by us. The General Data Protection Regulation (GDPR) came into force on 25 May 2018 and relevant information, including our role as data controller, is detailed in the privacy policy statement on our website.

Moxley & Co is a trading name of Glentop Limited.  
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