

# Booking Terms and Conditions



JollyDays Supported Holidays Limited (referred to herein as "JollyDays") is a UK limited company number 06965137, having its registered office address at Matrix House, 12-16 Lionel Road, Canvey Island, Essex SS8 9DE. JollyDays is a member of the Travel Trust Association (TTA), membership number U7238.

As a member of the TTA we are obliged to maintain a high standard of service to you by the TTA's Code of Conduct. The TTA is a trade association of travel agents, tour operators and travel organisers that operate trust accounts, in order to provide you the consumer with 100% financial protection under the package travel regulations.

## The Contract

The contract between you and us is subject to these booking conditions. The contract shall be governed by and construed in accordance with English law and is subject to the jurisprudence of the courts of England. You should read these conditions carefully before you book.

You must be at least 18 years old at the time of booking your holiday with us. You are responsible for ensuring the accuracy of the personal details or any other information supplied in respect of yourself and any other person travelling on the booking and for passing on any information regarding the booking or any changes made in relation thereto.

The holiday package is inclusive of basic support and supervision. Our holidays are suitable for adults with mild to moderate learning disabilities and the elderly. We provide basic practical support and supervision. Our holidays are unsuitable for adults who display physically challenging behaviour. In order for JollyDays to provide the best possible support the "Health & General Questionnaire" must be fully completed and be a true reflection of you the client.

## What your holiday includes

Full Board (Breakfast, Lunch and Dinner), including one non-alcoholic drink per meal time.

Accommodation will normally be in a shared room. Single rooms are sometimes available, for which there may be an extra charge, and should be requested at the time of booking. All hotels used will be a minimum of 3\*.

Transport from an agreed pick-up point to and from your holiday destination. (A Door to Door Service can be arranged at an additional cost).

Practical support and supervision throughout the duration of your holiday. Our standard support is on a ratio of 2 support workers to a maximum of 7 clients. If additional support is required e.g. one to one, then a further charge will be levied.

## Transportation

JollyDays uses the following means of transport for all holidays:

Minibus/Coach/Car. (Isle of Wight, France & Belgium to include a ferry crossing or Eurotunnel). For Spain, transportation will include flying.

## Travel Insurance

It is advisable to take out insurance suitable for your needs before you travel and ideally at the time of booking. We cannot be held responsible for any costs you incur as a result of failing to do so. For your own peace of mind the insurance should cover you if you have to cancel your holiday arrangements and for any emergencies which arise while you are away. Please read your policy details carefully when you receive them and take them with you when you travel.

## Documentation for Travel

Please note that for all holidays to France, Belgium and Spain, a valid passport is required. If you need to apply for a new passport or renew an existing passport you should apply at least 6 weeks before your holiday. For up-to-date requirements visit: [www.ips.gov.uk](http://www.ips.gov.uk). It is your responsibility to ensure that you have a valid passport and any required visa documentation and comply with any health requirements. Please see our website: [www.jollydaysholidays.co.uk](http://www.jollydaysholidays.co.uk) FAQs for further information. Any information we provide is for guidance only.

## How to Book

To make a booking please telephone 01277 35 55 65 or email: enquiries@jollydaysholidays.co.uk at which time we will send you a booking form and Health & General Questionnaire for completion. Upon our receipt of the completed booking form, questionnaire and a deposit of 20% of the full cost of the holiday, we will send you a confirmation invoice. Payment should be made to "JollyDays Supported Holidays Ltd. Trust Account". All written correspondence and invoices will be sent directly to you unless it is clearly indicated on the booking form that this is to be sent to a third party. The balance of the holiday cost together with any extras shall be payable 90 days prior to the commencement of your holiday..

## Challenging Behaviour

In the event of you, the client, developing or displaying physically challenging and threatening behaviour we reserve the right to terminate your holiday and return you to your residence at your own expense. In any of these circumstances no refunds or compensation will be paid to you and we may make a claim against you for any costs and expenses incurred as a result of your behaviour e.g. the cost of diverting an aircraft or ship to remove you.

## If We Cancel

Tours are based on an economic minimum number of passengers which is usually five (5). If you do not pay the balance of the holiday cost on time we reserve the right to cancel your booking. We reserve the right to cancel your holiday in any circumstance but if we cancel your holiday you can either have a refund or accept a replacement holiday from us. Should you choose the replacement holiday, the terms and conditions of your holiday will not change and these conditions will still apply to your booking. We will use our best endeavours not to cancel your holiday less than three weeks before you go unless this is an event beyond our control.

We will not be liable to pay any compensation if we are forced to cancel or in any way change your trip as a result of unusual or unforeseen situations outside our control, the consequences of which could not have been avoided even with all due care. These include unavoidable technical problems with transport, changes imposed by rescheduling or cancellation of flights by an airline or main charterer, the alteration of the airline or aircraft type, war or threat of war, civil strife, industrial disputes, natural disaster, bad weather, epidemic or terrorist activity.

## If you Cancel

Should you wish to cancel your holiday with us you should notify us directly in writing as soon as possible. The scale of cancellation charges detailed is according to the number of days prior to departure that written confirmation is received by us.

Prior to departure date.	Cancellation charge.
90 days or more	Loss of deposit
89-60 days	50%
59-30 days	70%
29-15 days	90%
14-0 days	100%

## Liability

We do not accept responsibility for our failure to perform the contract for the package holiday or the improper performance of the contract is due neither to any fault on our part nor to that of our employees, agents, sub-contractors or suppliers because the failure: is attributable to you the client, or is attributable to a third party unconnected with the provision of the services for and is unforeseeable or unavoidable, or is due to: unusual and unforeseeable circumstances beyond the control of JollyDays, the consequences of which could not have been avoided even if all due care had been exercised, or an event which JollyDays, our employees, agents, suppliers and subcontractors could not, even with all due care, have foreseen or forestalled. Our liability shall be limited in accordance with the international conventions which govern such services and the conditions of carriage of the carrier.

## If you have a complaint

We do our best to ensure that arrangements run smoothly. If you have a complaint you must notify us in writing within 28 days of completion of your holiday. We can usually sort out any complaints you may have, but if we cannot agree, you can take the matter to an arbitrator appointed by The Chartered Institute of Arbitrators or seek alternative legal advice.