

Booking Terms and Conditions

Terms and Conditions ("Terms")

Last updated: 24/10/2019

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using the www.formulaescapes.com website operated by Formula Escapes Ltd ("us", "we", or "our").

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

Formula Escapes ("we", "us", "our") is the trading name of Formula Escapes Ltd whose registered office is at Formula Escapes Ltd, 7 Bell Yard, London, WC2A 2JR.

We act as a tour operator. We do not own or control the accommodation, flights, car hire, other transport, event tickets or other services, which you book through us. Our obligations to you differ depending on what you book through us. Where you book flights, accommodation, excursions and event tickets with any form of transport this is a "Package" Booking.

In our conditions below, section A applies to Package Bookings. Please read our conditions carefully. They set out your rights and our obligations to you. Please note that insurance is not a travel product and its purchase is in any event a separate contract whether you have made a Package Booking or a Non-Package Booking with us.

Section A – Package Bookings

1. Financial Protection

When you buy an [ATOL](#) protected flight or flight inclusive holiday from us you will receive an ATOL Certificate from us or one of our sister companies. 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, or the suppliers identified on your [ATOL](#) Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons 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, or the suppliers identified on your ATOL certificate, 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.

1.1 Website accuracy

We take all steps practically possible to ensure that the details given to you on our website are accurate and up to date but we do rely upon the descriptions given to us by the actual suppliers of the services and facilities described. Sometimes the facilities or excursions described will be withdrawn for reasons such as maintenance or lack of demand from guests. Where our suppliers advise us about significant changes to descriptions or about the withdrawal of any significant facility, we will tell you as soon as possible. Some activities or facilities, water-sports for example, may not be available all year round. There may be a charge for some facilities at a hotel. In some places during high season (and even at other times) there is a possibility you will be disturbed by noise from less considerate groups, so please bear this in mind when choosing your destination and accommodation. All accommodation providers reserve the right to collect a refundable breakages deposit on arrival. Any transfer times we quote for travel between airport and resort are approximate and, depending on circumstances, the journey time to your own chosen property may be longer.

1.2 We cannot accept any liability for errors within our website descriptions which are as a result of the provision of incorrect information from our suppliers.

2. Accommodation Ratings

All ratings given on our site are based on our ratings, supplier ratings and are not necessarily the official ratings of the property. The ratings we use are based on certain criteria being met, which include but are not limited to location of the hotel, facilities at the property and the range of dining options available.

3. Equality

3.1 We endeavour to work only with suppliers who meet our criteria for treating all customers equally.

Where possible, we make clear to all suppliers the purpose of our business and that we do not tolerate any discrimination regardless of sexual orientation, age, disability, gender reassignment, marital status, race, religion or belief or sex and we expect all suppliers, sub-contractors and third party suppliers to adhere to this too.

3.2 Where possible we ask all suppliers to adhere to the same stringent equality laws as set out in the UK Equality Act 2010 and any subsequent amendments regardless of their geographical location.

3.3 We endeavour to make every effort to provide information about a customer to the supplier at time of booking and ahead of arrival.

3.4 If you provide it, we will share details regarding your sexual orientation with our suppliers in order to ensure you receive the best possible experience from all our suppliers.

3.5 Whilst we endeavour to ensure that you are treated with courtesy, respect and equality in any booking you make with us, we cannot be held responsible for any actions of our suppliers.

3.6 When making a booking with us you are responsible for checking the relevant laws of a country and ensuring that you adhere to them. Whilst we can provide advice about the latest laws, it is your sole responsibility and your own decision as to whether you decide to travel to any particular destination.

4. Making A Booking

4.1 To make a booking with us, you can do so through our call centre via the phone number listed on our website with one of our sales team.

4.2 The person making your booking (the "Lead Contact") must be at least 18 years of age and one of the passengers in the booking. The Lead Contact must be authorised to make the booking on behalf of all members of your party. If the Lead Contact is not over 18 and a UK or Irish resident we reserve the right to cancel your booking and charge a 100% cancellation fee in respect of the complete booking. When you make a booking you guarantee that you have the authority to accept and do accept on behalf of all members of

your party these terms and conditions and the conditions of the relevant supplier(s). The Lead Contact is responsible for making all payments due and for ensuring that all passenger names given to us accord exactly with their travel documentation.

4.3 It is your responsibility to check the documents you receive and notify us of any errors within 48 hours of receipt. If errors for which you hold us at fault are reported after this time, we cannot be held responsible for any costs associated with correcting these and you will be referred to the supplier's terms for correction.

4.4 As most of our holidays are bespoke or complex itineraries, we cannot necessarily confirm every requested element at the time of booking. Processing your payment is not a guarantee or representation that your requested arrangements will be confirmed or subsequently provided. Obtaining confirmation of all elements from suppliers may take two weeks or more. On rare occasion, it may not be possible to confirm all elements as requested and we may need to make changes. Occasionally, we may have to cancel a booking prior to issuing a booking confirmation if we are not able to confirm all the elements or find suitable alternatives. If we have to cancel your holiday prior to confirmation or we have to make major changes that are not acceptable we will refund all monies you have paid us. You are not entitled to cancel prior to confirmation without paying our normal cancellation charges. No compensation will be due where your booking is cancelled or a significant change made by us (which you accept) in accordance with this clause.

5. Special requests and medical conditions

5.1 If you have any special request, you must advise us at the time of booking. Although we will endeavour to pass any reasonable requests on to the relevant supplier, we regret we cannot guarantee any request will be met. Failure to meet any special request will not be a breach of contract. Confirmation that a special request has been noted or passed on to the principal or supplier or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability.

5.2 Conditional bookings cannot be accepted i.e. any booking which is specified to be conditional on the fulfilment of a particular request. All such bookings will be treated as "standard" bookings subject to the above provisions on special requests.

5.3 If you have any medical condition or disability or suffer from reduced mobility which may affect your arrangements or any special requirements as a result of any medical condition, disability or reduced mobility (including any which affect the booking process), please tell us before you confirm your booking so that we can assist you in considering the suitability of the arrangements and/or making the booking. In any event, you must give us full details in writing at the time of booking and whenever any change in the condition or disability or your mobility occurs. You must also promptly advise us if any medical condition or disability which may affect your travel arrangements develops after your booking has been confirmed.

6. Pricing, deposit payments and changes to pricing

6.1 We and the suppliers who provide the services and facilities which you book reserve the right before you make your booking to alter the prices of any of the services and facilities which make up your booking and which are shown in our brochure or on the Website. You will be advised of the current price of the services and facilities that you wish to book before your booking is confirmed and documentation issued.

All prices displayed on our website are for guidance only and are subject to change due to exchange rate fluctuations.

6.2 When you make your booking you must pay a deposit per person which will be notified to you at the time of booking. The time limit in which you have to pay is variable and will be notified to you at the time of booking. In some instances, depending upon the lead time between your booking date and commencement date, payment may be due in full at the time of booking. Failure to pay your balance in full by the specified deadline will result in a cancellation of your booking with full loss of all monies paid.

6.3 The deposit required will depend on the components you choose. The standard deposit is £200 per person for international breaks. These deposits can however vary based on the suppliers used in your booking. Some suppliers and/or airlines will require full payment at the time of booking, and your sales concierge will advise you at point of booking if your deposit is more than the standard. Your balance must be paid before the date specified on your travel confirmation which is normally no later than Eight weeks prior to travel

6.6 Full payment will be required should you book within eight weeks of travel in the case an international break.

7. Payment types

7.1 Formula Escapes accepts the following forms of payment:

- (i) Debit Cards – No Charge
- (ii) Credit Cards – No charge.
- (iii) Bank Transfers are accepted.

7.2 If you have made an over payment on your booking and wish for a refund, a handling charge of £5 will apply. This is necessary due to the processing charges incurred.

8. Amending a booking

If, after your supplier/s has/have confirmed your booking, you wish to change your booking we will try to arrange this with the relevant supplier(s) but it will of course be subject to the supplier's terms and conditions. Further and in any event any request for a change must be made by the person who made the booking – the Lead Contact. You should be aware that changes made to your booking could incur an increase to the cost of your booking the closer to the start date that changes are made and you should contact us as soon as possible if you want to change. You will be asked to pay an administration charge of £75 for any changes as well as any increased charges. Some restrictions beyond our control will prevent any changes from being made prior to the start date of your booking and a loss of all money paid.

9. Cancelling a booking

If you cancel your booking you will have to pay the supplier/s cancellation charges, and you will also have to pay our administration costs as set out below. Cancellations must be notified to us in writing via letter to our postal address or alternatively to our email address enquiry@formulaescapes.com

More than 95 days prior to departure – Loss of full deposit paid.

0 – 59 days prior to departure the cancellations charges apply at 100% of the booking value.

10. Supplier changes to a booking

10.1 Your suppliers may change or cancel your booking(s) in accordance with their booking conditions. Should they do so we will let you know as soon as we are aware and your position will depend upon the relevant supplier's terms and conditions. Copies of your supplier's terms and conditions are available upon request.

11. Circumstances beyond our control

Except where we say differently elsewhere in these conditions, we cannot pay any compensation, reimburse expenses, or cover losses for any amount or otherwise accept responsibility if, as a result of circumstances beyond our control, we have to change your booking after departure, or we, or our suppliers, cannot supply your booking, as we, or they, had agreed, or you suffer any loss or damage of any description. When we refer to circumstances beyond our control, we mean any event that we, or the supplier in question, could not foresee or avoid, even after taking all reasonable care. Such circumstances will usually include, but are not limited to, war, terrorist activity, civil unrest, industrial dispute, bad weather (actual or threatened) and significant building work ongoing outside of your accommodation which is not known to us in advance of your departure date and building work from a third party (such as resort development).

12. Changes you make before travel including cancellation by you

12.1 If you want to change or cancel the arrangements you have booked in any way, we will try to help you, although we cannot guarantee that we will always be able to do this as changes are subject to availability at the time and to the transport or accommodation providers' terms and conditions.

12.2 For any changes that can be made, we will charge the price that applies on the day the change is made. Remember any change to your departure date, airport, transport, destination, accommodation, or length of holiday has to apply to all members of your booking.

12.3 The Lead Contact must give to us written notice to change or cancel. We will apply charges from the date we receive the instruction from you.

12.4 For changes or cancellations to flights, we will pass on to you the charges imposed by the suppliers of these services. Certain travel arrangements may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangements. Please note that the majority of our flight providers do not typically allow changes to be made to tickets after bookings have been made.

12.5 You are not permitted to change all the names on any booking and at least one of the passengers (over 18) on the original booking must remain, unless you are prevented from travelling for reasons beyond your control and not simply from a change of mind.

12.6 If you do cancel, you must still pay any charges which arose before the cancellation, and any deposits paid for any pre-booked items or services.

12.7 Changes such as name changes (including initial changes), destination and date changes can be treated by such suppliers as a cancellation and rebooking, regardless of the period of notice given to us. If the supplier treats the change as a cancellation and rebooking we will pass on to you the cost imposed by the supplier, which could be up to 100% of the ticket price.

12.8 Also note that the transport provider may refuse to issue replacement tickets for lost or stolen tickets and new tickets may have to be purchased by you. The cost of the new ticket may be greater than the cost of the original ticket.

12.9 If you fail to check in on time or follow your airline's on-line check in procedures, the airline is entitled to refuse to allow you to board the flight. We cannot accept responsibility if such a situation arises and, whilst we endeavour to assist in making alternative travel arrangements to your resort, any cost or loss incurred as a result will be your responsibility.

14. If you fail to check in at all for your flight from your country of departure, we retain the right to cancel any other arrangements you have booked with us and you will be unable to use any connecting or return flight to the country of departure. No refund can be made for any unused arrangements.

14.1 You should, approximately 72 hours before your departure, check the airline's website to make sure that there has been no change made by the airline to the time of your flight. This is particularly important in respect of subsequent journeys after you have left the country of departure.

14.2 Your tickets and any other documents relating to your booking will be sent to the Lead Contact's email address which you give us at the time of booking and will be delivered by e-mail in the form of an e-ticket and/or voucher(s) to the Lead Contact's e-mail address you supplied at the time of booking. It is important that you check all details of your travel documents before leaving your country of departure. If there are any inaccuracies or you have any other query please contact us immediately.

15. Insurance

We consider travel insurance to be essential. Accordingly, it is a condition of making a booking through us that you have suitable insurance cover for the booking you have made and any activities which you expect to take part in or are listed in your itinerary. This insurance as a minimum should cover cancellation, baggage loss, accidents and health issues while you are away. You should take your policy details with you. We may also request the details of your insurer and policy number are provided to us for our records. We may need to refer to this if you are involved in an accident. If you are unable to provide us with insurance details at the time of booking or when requested then we reserve the right to refuse to accept your booking or cancel your holiday with loss of deposit if you fail to do so. We will not be held responsible for any expenses, damage or losses you incur as a result of your failure to comply with this clause and/or the requirements of your travel insurance policy.

16. Force Majeure

Force Majeure means unusual and unforeseeable circumstances beyond the control of anyone involved with your travel arrangements. The consequences of these can often not be avoided even if all due care had been exercised by any travel arrangement provider. You may wish to purchase specific insurance to cover you for any out of pocket costs associated with a force majeure event. Examples of Force Majeure events include but are not limited to; an act of god, severe weather conditions, unforeseen traffic delays or strikes, war, threat of war or similar, terrorism.

17. Travel documentation and health advice

17.1 It is your responsibility to have valid travel documents. For UK customers, up to date government health and travel advice is available. Please visit www.fco.gov.uk, www.hpa.org.uk, www.nathnac.org and contact your GP.

18. A passport is necessary to travel to all countries. Passengers must hold a passport which is valid for at least six months following the return date of your holiday. Most European countries enjoy the same level of medical service as Great Britain. However, we insist you and all members of your party insure yourselves adequately as per our above terms. If you are a UK citizen and are visiting EU community countries or Switzerland you may obtain a European Health Insurance Card (EHIC) which has replaced the E111. This card gives you access to state funded health care in these countries at a reduced rate or free of charge. You can obtain your EHIC through the NHS website. Certain countries require a pre-arranged entry visa and certain passport validity conditions; we accept no responsibility for these requirements, and advise all travellers to ensure that the requisite documents are in place prior to travel. For more information consult the [Foreign & Commonwealth Office](#).

19. Overseas safety and standards

It is the requirements and standards of the country in which any services, that make up your holiday are provided, which apply to those services and not those of the UK or your departure country. The infrastructure standards in certain overseas countries are often quite different from those of the UK or your departure country. This can include, but is not limited to, the reliability of transport, levels of service, food, accommodation, communications and water supplies. You are responsible for taking reasonable precautions for your own safety whilst on holiday.

20. Complaints

20.1 If you have a problem whilst using any of your travel arrangements, you must inform the relevant supplier (e.g. your hotelier, transfer company, airline) immediately. Since it is your supplier who is responsible for your booking they will have sole discretion in deciding how to deal with your problem. If you fail to discuss any complaints with your supplier whilst you are away your supplier, and we, will have been deprived of the opportunity to investigate and rectify your complaint whilst you were away and this is likely to affect adversely any rights you may have to compensation from your supplier, or us.

20.2 If the problem cannot be resolved locally, you should then write to us quoting your booking reference and giving full details of your complaint within 28 days of your return to your departure country. We will acknowledge your letter within 14 days, with a full reply following within 28 days unless we have been unable to investigate your complaint within this time in which case a detailed explanation for the delay will be provided and a full reply sent in any event within 56 days. No liability can be accepted for any complaint or claim which is not notified in accordance with the provisions of this clause.

20.3 Please send all complaints to enquiry@formulaescapes.com

21. Severability

If any provision or part of a provision, of these booking conditions is found by any court or authority of competent jurisdiction to be unlawful, otherwise invalid or unenforceable, such provision or part provision will be struck out of these booking conditions and the remainder of these booking conditions will apply as if the offending provision or part-provision had never been agreed.

22. Assignment

You may not transfer any of your rights or obligations under these booking conditions without our prior written consent. We may transfer any of our rights or obligations under these terms and conditions without your prior written consent.

23. Privacy

We are committed to protecting your privacy and security. All personal data that we collect from you will be processed in accordance with our privacy policy. We can provide a copy of our privacy policy upon request or alternatively please refer to the website.

24. Law and Jurisdiction

These booking conditions and any dispute or claim arising out of or in connection with them (including all non-contractual disputes or claims) shall be governed by and construed in accordance with English law and subject to the jurisdiction of the English Courts. If you live in Northern Ireland or Scotland, the Courts of Northern Ireland or Scotland (as appropriate) can deal with any dispute.

25. Financial Protection

Please note that there are no financial protection arrangements for Non-Package bookings.

26. Liability

26.1 Your contract for your booking is with the supplier or suppliers providing the actual product, facilities or services which you book and those suppliers are responsible for anything which goes wrong with your booking.

26.2 We act only as an agent in making your booking. We do not own or control the accommodation which you book or any of the other services, facilities or products which you book.

26.3 Accordingly, we have no liability or responsibility for anything which goes wrong with your Non-Package Booking unless caused by our own negligence or that of our servants or agents. Since we act solely as an agent processing your booking the only circumstances in which we are likely to be negligent is in relation to the provision of dates or other information between you and the relevant supplier.

28. Financial Protection

When you buy an [ATOL](#) protected flight or flight inclusive holiday from us you will receive an ATOL Certificate from us or one of our sister companies. 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.

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Contact Us

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