

# HIGH POINT HOLIDAYS BOOKING FORM

To book a holiday, please complete our booking form or go to [www.highpointholidays.co.uk](http://www.highpointholidays.co.uk) and fill in the form on-line.

A non-refundable deposit of £100 per person must be sent with the booking form. Cheques should be made payable to "High Point Holidays". Alternatively you can pay via the Pay Pal system on-line using our web site. (a charge of up to 3.5% will be levied for this method on **final balances**). If you use PayPal for the deposit, we will assume that you wish to pay the balance owing by Paypal (unless you indicate otherwise on your booking form).

All Payments should be made in pounds sterling. Cheques and booking forms should be sent to:

**High Point Holidays, 39 Barton Hill, Shaftesbury, Dorset. SP7 8DQ**

Your holiday booking will be confirmed by receiving a confirmation invoice. You will also be contacted by phone or e-mail.

## Payment of balance

The balance is payable 6 weeks prior to the start of your holiday. This date will be shown on the invoice sent to you confirming your booking. **If you are making a booking within 8 weeks of the first day of the holiday, the full payment must be made with the booking.** A single payment should be made in the event of there being more than one person in the party. All clients must have insurance cover and must have read and agreed to our terms and conditions.

Contact details		Holiday details	
First name		Tour name	_____
Surname		Tour type	_____
Address		Departure Date	_____
Postcode		No. in party	_____
Daytime telephone		Additional days required or special arrangements	_____
Home telephone			
E-mail			

Party details (all members)					
Title	First Names	Surname	Date of birth	Nationality	Height (cycling tours)

Rooms required and additional information			
No. room type	Twin <input type="checkbox"/>	Double <input type="checkbox"/>	Single <input type="checkbox"/>
Additional information	Walking experience (walking holidays only)	Golf handicap (golf holidays only)	Dietary requirements or medical conditions

In signing this form, I/we acknowledge that I/we have read and accept the terms and conditions accompanying this booking form and do so on behalf of all parties to this reservation. I/WE understand the nature of the holidays offered and do not have any impediment (for example: medical condition) that would prohibit full participation in the holiday.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Payments		
Choice of payment: Cheque <input type="checkbox"/> Pay Pal <input type="checkbox"/>		
	Persons	Amount
Deposit (£100 per person)		
Full holiday cost (if within 8 weeks)		
Additional charges or reductions agreed with us		
<b>Total enclosed</b>		

# HIGH POINT HOLIDAYS TERMS & CONDITIONS

The following conditions together with the general information contained on our website form the basis of the contract between you, the customer, and us (High Point Holidays LLP). Please ensure that you are aware of these terms as they set out our respective rights and obligations. High Point Holidays LLP is a Limited Liability Partnership registered in England and Wales at 39 Barton Hill, Shaftesbury, Dorset SP7 8DQ. Registration number OC333420

## 1. Booking with High Point Holidays

All bookings must be made on our Booking Form by the person responsible for the party (if there is more than one person), who must be over 18 years of age. This person is responsible for ensuring all payments due for the holiday for those persons mentioned on the Booking Form. Once we have received your Booking Form and the appropriate deposit for the holiday, we will confirm your holiday in writing and send you an invoice for the payments outstanding. A binding contract is formed once we issue this confirmation. No other form of advice or information constitutes a binding contract.

## 2. Who can book holidays with High Point Holidays?

Only adults aged 18 years or more are able to book a holiday and there must be at least one adult (18 years or more) travelling on any one booking, who is legally responsible for each person under 18 years of age. Anyone 70 or over will need to provide confirmation from their doctor that they are medically fit to join our holidays for safety and insurance reasons.

## 3. Prices

The prices of holidays are shown in pounds sterling. The services included in this price are indicated on our website, brochure and other promotional. These prices are correct at the time of publication. In the event of any changes in our prices to those quoted, we will notify you prior to taking your booking. Once a booking has been confirmed in writing, the price agreed will not be subject to change and no surcharges will be levied (even if there is a change in prices for subsequent clients.)

## 4. Single travellers

There are no single supplements on our **guided walking** holidays provided that, single travellers accept to share twin rooms with other same sex clients. You may, of course pay an additional fee in order to have a room to yourself. Please contact us for a quotation. The prices quoted for unguided walks are based on a party of two persons. If you wish to go on an unguided walking holiday alone, a single supplement will be payable.

## 5. Deposits

A deposit of £100 per person is payable with your booking. A single payment should be made in the event of there being more than one person in the party. Payment should be made by cheque (payable to "High Point Holidays"), or via the Pay Pal system on-line. A charge of up to 3.5% will be levied for this method for the final balance.

## 6. Security of deposits

Your deposits will be protected against our insolvency through our insurance cover.

## 7. Balance of payments due

The balance of the holiday is payable 6 weeks prior to the start of your holiday. This date will be shown on your invoice, which will be sent to you to confirm your booking. If you are making a booking within 8 weeks of the first day of the holiday, the full payment must be made with the booking. A single payment should be made in the event of there being more than one person in the party. Payment should be made by cheque (payable to "High Point Holidays") or via the Pay Pal system on-line. If we have not received all payments due by the dates specified in the invoice, we reserve the right to treat your booking as cancelled by you. In this case the cancellation charges indicated in point 7 apply. Any demand for us to accept late payments, will be assessed on a case by case basis, notwithstanding the point made previously.

## 8. Amendments and Cancellations made by you.

After acceptance of the booking, if the customer alters the confirmed arrangements, we will try and accommodate the amendments without further charge, where this is possible. If additional holiday payments are due, we will inform you in writing of the amendments to the contract between us and you and payments will be in conformity with point 7. In addition, if the alteration is within 8 weeks of the original departure date, the cancellation charges in clause 4 may be applied. If the customer cancels the arrangement after the booking is accepted or the booking is cancelled by us due to non-payment, cancellation charges will be calculated from the date of receipt of cancellation. Cancellations must be made in writing. E-mails are accepted. The cancellation charges that apply are as follows:

More than 42 days before departure - the deposit.

42 - 28 days before departure - 40% of holiday cost.

21 - 8 days before departure - 70% of holiday cost.

Less than 8 days before departure - 100% of the holiday cost.

Notwithstanding the cancellation charges, we reserve the right to re-sell any part of a cancelled holiday.

## 9. Amendments and Cancellations made by High Point Holidays.

Every effort will be made to operate all holidays as advertised but we reserve the right, to modify any holiday, schedule, accommodation or arrangement at any time and we will inform you of the change as soon as possible. In the case of any material modification we will, if possible, offer alternative arrangements or, if these are not acceptable, a full refund of the monies paid. The customer shall not be entitled to any further sum by way of compensation, damages or otherwise arising from the cancellation.

We will not materially modify or cancel the holiday within eight weeks of the date of departure unless compelled to do so because of circumstances beyond our reasonable control.

Some guided group holidays require a minimum of 4 participants and, in the event of such a minimum number not being achieved prior to 6 weeks before departure, we shall be entitled to cancel the holiday whereupon all monies paid by the customer shall be refunded or an alternative holiday offered. No compensation shall be payable.

### Force Majeure

If war or terrorist activities, threatened or actual, civil unrest, industrial action, threatened or actual, weather conditions, fire, flood, drought, airport regulations and closures, unforeseen alterations to public transport schedules and rescheduling of aircraft or any other event outside the control of the Company either delays or extends the holiday or compels a change in the holiday arrangements, the Company cannot accept liability for any resulting loss, damage or expense.

## 10. Our Liability to the Customer

High Point Holidays accepts responsibility should the services which they contract to provide you with are deficient or not of a reasonable standard. The customer must interpret the term "reasonable standard" in full knowledge of the specific holiday details. For example some holidays may include accommodation in mountain refuges where very basic accommodation should be expected, and cannot in any way be considered deficient.

High Point Holiday accepts liability for the negligent acts and/or omissions of their employees, subcontractors and suppliers insofar as they relate to the holiday booked. The act or omission must be directly relevant to holiday activities or arrangements made by us as part of the package purchased by the customer. High Point Holidays shall not be liable to the customer for any loss,

damage or injury which results from the negligent acts of third parties with whom the customer makes individual direct arrangements whether as a result of the Company's or its representative's recommendation. High Point Holidays will not be liable for loss or damage to your luggage or personal effects, unless caused by our negligence.

Any information or advice provided by High Point Holidays on matters such as climate, clothing, baggage, special equipment etc. is given in good faith but without responsibility on our part, and the passenger accepts responsibility for obtaining any necessary travel documents needed for the trip.

## 11. Complaints

In the event of any dissatisfaction with the accommodation or any other service provided by the Company the matter must be reported immediately so that action can be taken to remedy the problem. Any complaint made to the Company after the holiday should be made in writing within 15 days of return. If a complaint cannot be amicably settled, it may be referred for resolution to the arbitration scheme devised for the travel industry by the Chartered Institute of Arbitrators.

## 12. Risks and behaviour

Each customer is conscious that, taking into consideration the nature of some of the holidays, there will be certain risks inherent in their participation, most notably from walking in areas some distance from immediate medical assistance. In addition, when booking holidays, all customers do so in full knowledge (via the website or our brochure) of the type of activity involved in the holiday, the difficulties that may be encountered and the level of fitness and experience required. Customers accept these conditions and risks in booking holidays with us and accept responsibility for their own actions which result in accident or injury or their exclusion from the holiday. We can take no responsibility for injury to any person whilst taking part on a Highpoint holiday, unless arising from negligence on our part. In particular:

On **unguided walks**, High Point Holiday accepts no responsibility for an accident resulting from individual imprudence, from errors in navigation, or from a deliberate interruption in progression (notably because of bad weather).

On **guided holidays**, each customer must conform to the safety advice given by the leader. High Point Holidays accepts no responsibility for an accident resulting from individual imprudence. High Point Holidays reserves the right to exclude at any moment, and without liability or any further contractual obligations, any customer whose actions or behaviour is likely to put in danger the safety of the group or the well-being of the other customers. If you are affected by any condition, medical or otherwise, that might affect your or other people's enjoyment of the holiday; you must advise us of this at the time of booking.

If a customer is unable to complete an itinerary or the walks selected on a holiday, or does not choose to do so, High Point Holidays is not liable to supply alternative itineraries, accommodation, services or staff for the period when the client is not present with the group.

## 12. Transfer of Bookings

If the customer is prevented from taking his holiday by circumstances such as those which would entitle him to make a valid claim under a conventional insurance policy, then, on giving High Point Holidays at least 21 days notice before departure, he/she shall be entitled to transfer his/her booking to another person deemed acceptable to us. In such a case the customer and the transferee shall be jointly and severally liable for all monies due to High Point Holidays including all charges and reasonable fees consequent upon such transfer.

## 13. Insurance

It is a requirement that the customer has adequate travel insurance for our holidays. High Point Holidays has your holiday enjoyment and safety as our number one priority. We recommend travel insurance by a specialist broker.

## 14. Passports, Visas and Health Requirements

The customer is responsible for ensuring that he/she is in possession of a valid passport and all necessary travel and health documents prior to departure. Information on basics passport requirements is provided on our web site and advice on health for travellers is available at post offices or on the Department of Health web site. <http://www.dh.gov.uk/en/Policyandguidance/Healthadvicefortravellers/index.htm>

## 15. Brochure and Website Information

Our brochure and website contains statements representing its honest belief that the facts as shown are correct. Every reasonable effort has been made to describe fully and as honestly as possible the holidays offered and every reasonable attempt will be made to supply what has been described. We are not responsible for the content, policies and services of any sites linked to or accessible via our website.

High Point Holidays reserves the right to make changes to the information, prices and itineraries set out in the brochure and website and provided such changes, have been notified to the customer prior to his submitting a booking form or accepted by the customer after submission of the booking form but prior to our confirmation, then such changes shall be binding on the parties.

## 16. Promotional Material

Any likeness or image of you secured or taken on any trips may be used by High Point Holidays without charge in all media, for bona fide promotional or marketing purposes, including without limitation promotional materials of any kind, such as brochures or the Internet.

## 17. Intellectual Property Rights

All intellectual property rights (including, without limitation, copyright and rights in and to any databases and trade marks) subsisting in this Site and its contents, and in the software and source materials used in connection with it, are owned by High Point Holidays. All such rights are reserved. You may, however, save and print individual items included on this Site for personal, non-commercial use.

## 18. Data Privacy

Information submitted in relation to booking, ordering a brochure, or in the course of a general enquiry will be stored electronically. We will comply with all applicable data protection legislation in respect of it, including the 1998 Data Protection Act. You have the right to access this information and to make modifications relating to your personal records. Except where the customer indicates to the contrary, High Point Holidays reserves the possibility to use this information to forward to you promotional material. We will not forward it to other parties without your express consent.

## 19. Law and Jurisdiction

UK law shall govern each of the bookings made with us including (without limitation) all contractual and other relationships which arise out of such bookings. You and we each submit to the exclusive jurisdiction of the UK Courts in relation to any disputes arising out of any booking.

## 20. Pets

We regret that no pets of any sort are accepted on our holidays.