**DOOR TO DOOR HOLIDAYS – TERMS AND CONDITIONS**

1. Application
	* 1. These Terms and Conditions shall apply to all holiday bookings made with us Door-To-Door-Holidays Ltd, a company registered in England under number 04661661, of Abbey House, 51 High Street, Saffron Walden, CB10 1AF. Please read these Terms and Conditions carefully before booking your Holiday. You should understand that by booking any Holiday with us, you agree to be bound by these Terms and Conditions.
		2. By booking a Holiday with us, you warrant that (a) you are legally capable of entering into binding contracts; and (b) you are at least 18 years old; and (c) you are resident in the UK.
		3. In the event of conflict between these Terms and Conditions and any other terms and conditions (of the Client or otherwise), the former will prevail unless expressly otherwise agreed by us in writing.
2. Definitions and Interpretation
	* 1. In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

 “the Agreement” means the agreement entered into by the Client and the Company incorporating these Terms and Conditions which shall govern the Holiday;

 “Client/you/your” means you, the individual, firm or corporate body (which shall, where the context so admits, include its successors and assigns) making a booking with the Company. If the booking is made by a support worker, carer, relative or other person on behalf of the Client, then any act or omission of the Client’s will be an act or omission of this other party and vice versa;

 “Company/we/us/our” means us, Door-To-Door-Holidays Ltd;

 “Confirmation” means the notification made by the Company that the booking has been accepted. This notification is subject to these Terms and Conditions;

 “Holiday” means the trip the subject of the Agreement;

 “Services” means the holiday management services to be provided by the Company;

 “Total Price” means the total sums payable for the holiday.

* + 1. Unless the context otherwise requires, each reference in these Terms and Conditions to:
			- 1. “writing”, and “written” includes faxes and emails;
				2. a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
				3. “these Terms and Conditions” is a reference to these Terms and Conditions as may be amended or supplemented at the relevant time;
				4. a clause is a reference to a clause of these Terms and Conditions; and
				5. a "Party" or the "Parties" refer to the parties to these Terms and Conditions.
		2. The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
		3. Words imparting the singular number shall include the plural and vice versa. References to any gender shall include the other gender. References to persons shall include corporations.
1. How the Contract is formed between you and us
	* 1. The Holiday can be provisionally booked by telephone or by email.
		2. Your booking constitutes an offer to us. All bookings are subject to acceptance by us and we will confirm such acceptance to you by sending you an email or letter to advise that the booking has been successfully confirmed. The contract between us will only be formed when we send you the order Confirmation.
		3. Bookings will not be deemed confirmed until the Deposit is paid in full and the care plan has been returned to us, as per clause 5.
2. Services
	* 1. We provide a holiday management Service to the Client and we will use reasonable care and skill in providing these Services.
		2. The description of the Services is as set out on our website. In accepting these Terms and Conditions you acknowledge that you do not rely on any other representations regarding the Services save for those made in writing by us. No descriptions of the Services set out on our website or in any marketing literature shall be binding on us and are intended as a guide only.
3. The Client’s obligations:
	* 1. The Client is required to provide copies of the following documentation to the Company a minimum of 12 weeks prior to the start of the Holiday, or upon booking, if the booking is made within 12 weeks prior to the first day of the Holiday:
			+ 1. Valid passport (it is your responsibility to check this will be valid for the duration of the Holiday); and
				2. Suitable travel insurance, including a cancellation policy.
		2. On booking the Holiday, the Client is required to complete the care plan provided by the Company in full and to the best of their knowledge. The care plan is essential in ensuring we can provide the best care possible throughout the duration of the Holiday. If the Client has complex needs, we can carry out a home visit to gain further information and to ensure the suitability of the Holiday. Should any information provided on the care plan change at any stage, including any change in behaviour, or be found to be incorrect, either deliberately or otherwise, we reserve the right to cancel the booking and the return of any payments shall be at our sole discretion. We also reserve the right to charge for any costs incurred by us in cancelling your booking and for any compensation required to other Clients where the cancellation affects their Holiday for any reason.
		3. Unless otherwise stated on the order Confirmation, we are only responsible for your travel arrangements once you have arrived at the departure point in the UK and on return to arrivals in the UK. The agreed departure point will be specified on the booking and may be the airport, the airport hotel, the train station or the port, as applicable.
		4. Where we are collecting you from your home, please ensure you are ready at the agreed time and location. If not, we may be unable to wait and the cancellation clause 9 below shall apply.
		5. If, on arrival at the departure point, you are unable to travel for any reason including, but not limited to, your failure to bring your passport, we shall not be responsible for arranging your travel home, and the cancellation clause 9 below shall apply.
		6. If we are required to administer any medication to the Client, this must be provided in blister or dosette boxes prepared by a pharmacist with a MAR sheet to sign. We will only administer the medication agreed on the care plan.
		7. The Client is responsible for bringing any medical aids required including, but not limited to, walking and toilet aids, catheters and glasses.
		8. If the Client has specific allergies or dietary requirements, these should be detailed at the time of booking and we will use all reasonable endeavours to accommodate such requirements. Where we are not made aware of this at the time of booking, we will charge for any additional costs incurred by us in accommodating such requirements.
		9. We can hold the Client’s money whilst on the Holiday if required. Any transactions will be recorded and must be signed for on each occasion. Any money is held at the Client’s risk and we accept no responsibility for loss or theft.
4. Price
	* 1. The price of the Holiday will be as stated on our website current at the date of your booking, except in the cases of obvious error, or such other price as may be agreed in writing by us. We are under no obligation to provide the Holiday at the incorrect (lower) price, even after we have sent you an order confirmation, if the price error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing.
		2. If the price of the Holiday increases during the period between the date of our order Confirmation and the date of your Holiday, we will inform you of the increase and of any difference in the Total Price. Where the Total Price increase is more than 8% of the original price, you will be entitled to cancel the contract in accordance with clause 9.
5. Payment
	* 1. The Client shall pay to the Company a deposit of 25% of the Total Price upon the booking the Holiday. This deposit shall be non-refundable.
		2. The balance of the Total Price shall be paid to the Company no later than 12 weeks prior to first day of the Holiday.
		3. If the booking is made within 12 weeks prior to the first day of the Holiday, the Total Price shall be payable in full at the time of booking.
		4. All payments should be made to the Company in pounds sterling by cheque or bank transfer, without set-off, withholding or deduction.
		5. No itineraries or other final details with respect to the Holiday will be forwarded to the Client until payment has been received by the Company in full.
		6. Receipts for payment will be issued only upon request.
6. Variations and Amendments
	* 1. If you wish to vary any details of the Holiday, you must notify the Company in writing as soon as possible. We shall endeavour to make any required changes and any additional costs thereby incurred shall become immediately due and payable.
		2. The Company reserves the right to do the following:
			+ 1. amend any Agreement in order to reflect a change in the circumstances beyond our reasonable control; and
				2. vary our schedule of charges from time to time.
7. Cancellation
	* 1. If the Client wishes to cancel the Holiday, they may do so at any time by giving written notice to the Company, provided that:
			+ 1. under no circumstances will the Deposit be returnable;
				2. the Company shall be immediately entitled to payment or to withhold payment for 100% of the Total Price if cancellation takes place within 12 weeks or less before the start date of the Holiday.
				3. any additional costs reasonably incurred by the Company in cancelling any arrangements connected with the Holiday shall be paid by the Client on demand, including any compensation required to other Clients where the cancellation affects their Holiday for any reason.
		2. If you fail to complete any of your obligations under clauses 5 or 7, we will cancel your booking and the above clauses 9.1.1 to 9.1.3 shall apply.
		3. If, due to circumstances beyond our control, we have to make any change in the arrangements relating to your Holiday, we will notify you as soon as possible. We will endeavour to keep such changes to a minimum and will seek to offer you arrangements as close to the original, or better, as reasonably possible in the circumstances. If we have to make a significant change for any reason, we will offer you the alternative or an option to cancel with all sums refunded and no cancellation costs.
		4. We reserve the right to cancel the Holiday at any time prior to the start of the Holiday. In this event, we will refund any payments made, including the Deposit.
8. Liability and Indemnity
	* 1. The Client shall indemnify the Company against all damages, costs, claims and expenses suffered by it arising from loss or damage to any equipment (including that of third parties) caused by the Client, its agents or employees.
		2. The Company shall not be held responsible for any acts or omissions of any third parties, including but not limited to airport, hotel and transfer staff.
		3. We will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Terms and Conditions or as a result of our negligence. Loss or damage is foreseeable if it is an obvious consequence of our breach or negligence or if it is contemplated by you and us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
		4. Nothing in these Terms and Conditions seeks to exclude or limit our liability for death or personal injury caused by our negligence (including that of our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
9. Data and Privacy
	* 1. We respect and value your privacy and also the security of your data. Information that you give to us when contacting us will be used only for the provision of the Services.
		2. Notwithstanding the above, we reserve the right to take and use photographs from the Holiday, and testimonials given by you, in marketing literature and on our website. Please contact us in writing if you do not consent to this usage.
		3. Your data is stored securely in accordance with the General Data Protection Regulation 2016. For more information on the way we collect, process and store data, please refer to our Privacy Policy, which is available on request.
10. Confidentiality: Each Party undertakes that throughout the duration of the Agreement, the Parties may disclose certain confidential information to each other. Both parties agree that they will not use the confidential information provided by the other, other than to perform their obligations under this Agreement. Each Party will maintain the confidential information’s confidentiality and will not disseminate it to any third party, unless so authorised by the other Party in writing.
11. Events outside our control (Force Majeure): No Party to the Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.
12. Assignment and Sub-Contracting
	* 1. We will be free to sub-contract any of our obligations under these Terms and Conditions and the Agreement. Any act or omission of any sub-contractor will be an act or omission of ours.
		2. We may transfer (assign) our obligations and rights under the Agreement to a third party (if, for example, we sell our business). If this occurs we will inform you in writing. Your rights under the Agreement will not be affected and our obligations under the Agreement will be transferred to the third party who will remain bound by them.
		3. You may not transfer (assign) your obligations and rights under the Agreement without our express written permission, which will not be unreasonably withheld.
13. Other Important Terms
	* 1. The Agreement is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of the Agreement.
		2. If any part of these Terms and Conditions or the Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Agreement or these Terms and Conditions and the remainder of the provision in question will not be affected.
		3. No failure or delay by either party in exercising any rights under the Agreement means that we or you have waived that right, and no waiver by either party of a breach of any provision of the Agreement means that we or you will waive any subsequent breach of the same or any other provision.
		4. Nothing in the Agreement will make or be deemed to make us an employee or agent of yours or you an employee or agent of ours.
		5. The Parties agree that with the exception of payment, the times and dates referred to in the Agreement are for guidance only, are not of the essence of the Agreement and may be varied by mutual agreement.
14. Communications
	* 1. Applicable laws require that some of the information or communications we send to you should be in writing. When using our website, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirements that such communication be in writing. This condition does not affect your statutory rights.
		2. Notices shall be deemed to have been duly received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three working days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed to the address you provided to us, stamped and placed in the post and; in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.
15. Entire Agreement
	* 1. The Agreement contains the entire agreement between the Parties with respect to its subject matter. We intend to rely upon these Terms and Conditions and any document expressly referred to in them in relation to the subject matter of this Agreement. While we accept responsibility for statements and representations made by our duly authorised agents, please make sure you ask us for any variations from these Terms and Conditions to be confirmed in writing, electronic or otherwise.
		2. Each Party acknowledges that, in entering into the Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in the Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
16. Our right to vary these terms and conditions: We have the right to revise and amend these Terms and Conditions from time to time to reflect changes in market conditions affecting our business, changes in payment methods and changes in relevant laws and regulatory requirements.
17. Consumer Rights: Nothing in these Terms and Conditions shall affect your statutory rights as a consumer.
18. Dispute Resolution
	* 1. In the unlikely event that you have reason to complain or experience any problems with the Services provided by us, please inform us immediately in the first instance, to enable us to take appropriate action.
		2. If we cannot resolve any dispute between us, we will attempt to resolve it using Alternative Dispute Resolution. You can register a complaint using this link: [http://ec.europa.eu/consumers/odr/](http://bit.ly/1olQxDU)
19. Law and Jurisdiction: This Contract shall in all respects be subject to and construed in accordance with English Law. Any dispute between the parties to this Contract shall be referred to the exclusive jurisdiction of the English Courts.