

SEABLE TERMS AND CONDITIONS

BACKGROUND

In order to make our terms and conditions easy to follow, we have set them out under some simple headings. Please note however that, regardless of the headings, what we say applies to the whole booking process. You should read all the terms and conditions carefully before making a booking.

AGREED TERMS

1. DEFINITIONS

1.1. When we use the following words with capital letters (except for we/our/us), this is what they mean:

- (a) **Event Outside Our Control:** means events that we cannot foresee or control and includes all of the following: war, the threat of war, riots, civil strife, terrorist activity and its effects, industrial disputes, natural or nuclear disasters, fire, health risks and epidemics and pandemics, unavoidable technical problems with transport that were beyond the control of us or our suppliers, closed airports, hurricanes, tornadoes and any other similar extreme weather conditions, or any other similar events;
- (b) **Holiday:** means the holiday arrangements as booked by you and set out in the Order Confirmation that we will send you;
- (c) **Order Confirmation** we have defined this in clause 3.3;
- (d) **Order booking Form:** we have defined this in clause 3.1;
- (e) **Terms:** means these 'terms and conditions';
- (f) **we/our/us:** means Seable Ltd whose registered address is at 35 Kingsland Road, E28AA, London, United Kingdom; and
- (g) **Website:** means www.seable.co.uk.

1.2. When we use the words "writing" or "written" in these Terms, this will include e-mail unless we say otherwise.

2. OUR CONTRACT WITH YOU

2.1. These Terms set out the contractual commitment we make to you when you book a Holiday with us. They also set out what we require from you as the customer. They will come into effect once you have completed Step 3 of the Booking Process, which is explained in section 3 (below). Please ensure that you read these Terms carefully.

3. THE STEPS OF BOOKING AND PAYING FOR YOUR HOLIDAY

3.1. **Step 1:** Contact us for availability and prices (our contact details are on our Website). We will tell you the price of the holiday you are interested in and, if requested, we will send you an order form ("**Order booking Form**").

3.2. **Step 2:** The Order booking Form will specify the price of the holiday, the deposit you'll need to pay, as well as some other important details. If you would like to proceed with a booking, fill in the Order Form and return it to us. After that, you will need to pay the deposit within 7 days.

- 3.3. **Step 3:** If we accept your booking, we will send you a letter or email confirming your booking. Your holiday is now booked.
- 3.4. **Step 4:** Pay the remaining cost of your holiday (the full price less the deposit) by the date we specify. All these details are set out in the Order Confirmation. You can now look forward to a great holiday!

THINGS TO CONSIDER PARTICULARLY DURING STEP 1

4. PRE-CONTRACT

Step 1 involves you getting details from our Website, from our brochure or by contacting us. It is a pre-contractual step and ties neither us nor you to these Terms. We try and keep our brochure and Website up to date, but as these materials are prepared in advance, changes may have to be made to the particulars of our holiday at any time before we enter into a contract with you. As such, we must reserve the right to change our prices from time to time. In these circumstances we will notify you of such changes prior to sending you an Order Confirmation.

THINGS TO CONSIDER PARTICULARLY DURING STEP 2

5. CONDITIONS OF OUR ACCEPTANCE

- 5.1. Like all holiday providers, our contract to provide you with a holiday is subject to some conditions. Conditions are the key terms of a contract, which if you fail to meet shall entitle us to cancel your booking and retain any money we have already received. Our conditions are as follows:
 - (a) the person booking must be aged 18 or over at the time of booking and possess legal capacity to make the booking on behalf of himself or a group;
 - (b) all personal details and any other information supplied must be accurate for all individuals or members of the group that the booking is made for;
 - (c) the person making the booking must ensure that all members of the party have adequate travel insurance. It is a condition of travel that each member of the group has comprehensive travel insurance to cover them in the event of an emergency; and
 - (d) the person booking must accept these Terms on behalf of all members of the party.

6. PRICE

- 6.1. Our prices can include accommodation, transport to and from your holiday accommodation, excursions, visit and activities. Our prices do not include flights. Our prices do not include transport to and from your departing airport although this can be arranged at an additional cost.
- 6.2. You will be required to pay a non-returnable deposit for each person travelling within 7 days of completing the Order Form. The deposit amount will be specified to you when we provide you with the price of your holiday and will be confirmed in writing when we send you an Order Form.

7. SPECIAL REQUESTS

- 7.1. If you have any special requests (i.e. low floor accommodation, adjacent rooms, dietary requirements etc), please let us know when you book. We will try and carry out any special requests or pass them on to our suppliers, subject to availability. If a special request is particularly important, please ask for confirmation in writing. Regrettably, we cannot guarantee any special requests and our failure to meet any special request will not be a breach of contract.

8. **SPECIAL REQUIREMENTS**

- 8.1. Our holidays are specially tailored to be accessible for people with limited mobility or the visually impaired. In order to help us to do this, you must accurately tell us of your needs and any special requirements (and other relevant information) at the time of your booking. If you have any doubts about your ability to participate in any of the activities that feature in your chosen Holiday, please ask us about this. Where we can, we will always make reasonable adjustments to enable you to participate fully. If however for good reason we are unable to make reasonable adjustments to meet your needs we may have to refuse your booking or not allow you to participate in a given activity. If you have any specific health concerns please always seek the advice of your own doctor.

THINGS TO CONSIDER PARTICULARLY DURING STEP 3

9. **ORDER CONFIRMATION AND PAYMENT**

- 9.1. After you have paid your deposit, we will send you a Confirmation along with an invoice for the remaining cost of your holiday (the full price less the deposit). The Order Confirmation will tell you the date on which the remaining cost of your Holiday is payable (which will be 12 weeks prior to the start of your Holiday). The Order booking form will also provide the details of your Holiday, which will reflect as closely as possible the details we provide on our marketing material or in our brochure and emails. It is important to check the details on the Order booking form when you receive it. In the event of any discrepancy with the marketing material/brochure, which you are not happy with, please contact us immediately and alert us of any errors. We cannot accept liability for any errors not alerted to us within 14 days of dispatch. We will still try and correct any mistakes but may have to charge a reasonable administrative fee for doing so
- 9.2. Bookings may be cancelled if the deposit or balance are not received on time. We may then cancel your booking without a refund of the deposit. You may also be required to pay a cancellation fee.

10. **LATE BOOKINGS**

- 10.1. Bookings made within 12 weeks of the holiday start date shall be deemed late bookings. For late bookings the contract shall come into effect after you have made full payment, subject to all other terms hereunder.

THINGS TO CONSIDER PARTICULARLY DURING STEPS 3 AND 4

11. **CHANGES AND CANCELLATIONS MADE AFTER YOUR BOOKING HAS BEEN CONFIRMED**

11.1. Rest assured we will always do our best to deliver the holiday exactly as you booked it. However, very occasionally circumstances change and it is important to set out what happens if you or we need to make a change to your booking or to cancel it.

11.2. You want to amend your booking

- (a) We will try and accommodate any changes you request. However this may be subject to an administrative fee. Please note we are unlikely to be able to accommodate any changes requested less than 12 weeks prior to departure.
- (b) If you or someone in your party is unable to travel, their place may be transferred to another person if you let us know in writing at least 14 days prior to departure. You must provide details of why the first person can't travel and who is going instead. The person going instead must satisfy and agree to our Terms and both you (as the person responsible for making the booking) and they must agree to be jointly liable for full payment of the holiday and any additional costs arising from the change (which may include an administrative fee).

11.3. You want to cancel your booking

If you wish to cancel your booking you can do so at any time. In the event of a cancellation we will charge a cancellation fee on a sliding scale of charges as follows:

Date of cancellation	Cancellation fee (as a percentage of total holiday cost)
8 weeks or more before departure date	Deposit
5-7 weeks before departure date	50%
0-4 weeks before departure date	100%

The date of cancellation is the date on which you provide written notice that you are cancelling (i.e. by letter or email but not by telephone). Please give us as much written notice as possible to ensure that the cancellation fee is kept to a minimum. We may, under certain circumstances hold your deposit/cancellation fee as a credit for your next holiday

11.4. We need to amend or cancel your booking

- (a) If we have to make a change before you book we will let you know so that you have the option to change your mind before we accept the booking. If we have to make a change after you have booked you will be notified as soon as possible.
- (b) We must reserve the right to make a 'minor change', a 'major change' or to cancel a booking at any time. If we only make a minor change we cannot offer any additional rights other than undertaking to let you know as soon as possible.
- (c) If we have to make a major change to your booking (for example a change to a different resort or to lower rated accommodation), we will offer you an alternative holiday if available (subject to a refund or extra payment if there is a difference in price), or you can cancel your booking and receive a full refund for all the money that has been paid.
- (d) If we have to cancel your booking we will offer you an alternative holiday if available (subject to a refund or extra payment if there is a difference in price). If we are unable to offer you an alternative holiday, or you do not wish to accept our offer of an alternative holiday, you will receive a full refund for all the money that has been paid.
- (e) In the event that we cancel your holiday, or you cancel your holiday following a major change made by us, you may be entitled to compensation except where:
 - (i) the package is cancelled because the number of persons who agreed to take it is less than the minimum number required, and you are informed of the cancellation in writing not less than 5 weeks prior to departure.
 - (ii) Your holiday is cancelled by reason of unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised (including without limitation an Event Outside Our Control).

GENERAL

12. COMPLAINTS

- 12.1. If you have a complaint whilst you are away you should first notify the local supplier of the specific service that you are not satisfied with. If they are unable to help please immediately contact a member of our staff, who will try to rectify the problem. If upon your return home you are still unhappy please contact us again at SEABLE 35 Kingsland Road, London E2 8AA. You should contact us within 28 days of returning home to allow us to investigate your complaint thoroughly. A delay in reporting a complaint reduces the chances for SEABLE to investigate your claim properly and may impact on how well we can deal with it. When you contact us with your complaint you should also include your booking reference number and all your relevant contact details such as evening and daytime contact telephone numbers and an email address.

13. OUR LIABILITY TO YOU

- 13.1. We will supply the Holiday with reasonable skill and care. We will be liable for loss or damage that you suffer that is a foreseeable result of our failure to use reasonable skill and care in supplying the Holiday. Further, we will be liable for what our employees, agents or subcontractors do or do not do if they were at the time acting within the course of their employment or carrying out work that we had asked them to do. Loss or damage is foreseeable if they were an obvious consequence of our failure to use reasonable skill and care or if they were contemplated by you and us at the time we entered into this contract.
- 13.2. We will not be liable for any injury, illness, death, loss, damage, expense, cost or other claim of any description whatsoever which results from:
- (a) Your own acts and/or omissions or the acts and/or omissions of any members of your party; or
 - (b) The acts and/or omissions of a third party not connected with the Holiday and which were unforeseeable or unavoidable; or
 - (c) an Event Outside Our Control. See clause 14 for our responsibilities when an Event Outside Our Control happens.
- 13.3. Under EU Law, you have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. Liability in such cases is the responsibility of the airline and will not entitle you to a refund from us.
- 13.4. We do not exclude or limit in any way our liability for:
- (a) death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; and
 - (b) fraud or fraudulent misrepresentation.

14. EVENTS OUTSIDE OUR CONTROL

14.1. In the extremely unlikely event that an Event Outside Our Control occurs, we regret that we cannot accept any liability or pay any compensation for our failure to perform or a delay in performing any of our obligations under these Terms. If an Event Outside Our Control takes place that affects the performance of our obligations under these Terms we will contact you as soon as reasonably possible to notify you. In addition if we are prevented from or delayed in performing any of our obligations under these Terms during your Holiday we will try and make alternative arrangements for you.

15. **INFORMATION ABOUT US AND HOW TO CONTACT US**

15.1. We are a company registered in England and Wales. Our company registration number is 8295693 and our registered office is at 35 Kingsland Road, E28AA, London, United Kingdom.

15.2. If you have any questions or if you have any complaints, please contact us. You can contact us by writing to us at the address given above, telephoning us at (+44)207 749 4840 or (+44)793 614 6349 or by e-mailing us at info@seaable.co.uk.

16. **HOW WE MAY USE YOUR PERSONAL INFORMATION**

16.1. We will use the personal information you provide to us to:

- (a) provide your Holiday;
- (b) process your payment for your Holiday; and
- (c) inform you about similar products or services that we provide, but you may stop receiving these at any time by contacting us.

16.2. You agree that we may pass your personal information to credit reference agencies and that they may keep a record of any search that they do.

16.3. We will not give your personal data to any other third party.

17. **OTHER IMPORTANT TERMS**

17.1. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

17.2. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

17.3. If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

17.4. These Terms are governed by English law. you and we both agree to submit to the non-exclusive jurisdiction of the English courts.