

We reserve the right to cancel a booking without any obligation to refund or make any alternative arrangements or pay any compensation, where you fail to make payment or otherwise your behaviour brings the holiday to an end. We also reserve the right, for any reason or at any time, at our sole discretion, to decline to accept or to retain any person as a client particularly if their conduct is disruptive and affecting the enjoyment of other clients on the holiday, and we shall be under no liability for any costs incurred by such a person as a result of our doing so.

7. Suppliers Conditions

Suppliers such as accommodation providers have their own booking conditions and you will be bound by these so far as the relevant supplier is concerned. Some of these conditions may limit or exclude liability on the part of the supplier.

Where relevant, copies of such conditions may be available for inspection at the office of the relevant supplier.

8. Safety

In the interest of safety you must undertake to follow the instructions or guidance of our representatives, tutors or guides, and follow the advice or warning or advisory notices encountered during your holiday including following the Country Code. We and your fellow holiday makers expect you to act sensibly and prudently at all times.

9. Insurance

We strongly advise you to arrange insurance to cover personal accident, cancellation of your holiday by yourselves or Skylark Holidays, loss of personal effects and personal liability. Skylark Holidays cannot accept responsibility for illness, injury or loss, other than caused by our proven negligence. We do not make recommendations on which insurance companies or policies are best but if you would like some ideas of where to obtain insurance please see the Useful Information page on our web site.

10. Complaints Procedure

Should you wish to make a complaint during your holiday you should contact our offices immediately and we will do our best to resolve the problem straight away. If the problem cannot be resolved on the spot, please write to us within 14 days with full details. It is specifically agreed that failure by you to notify us of any complaint immediately will entitle us to refuse to entertain the complaint, irrespective of its merits.

11. Jurisdiction

Any disputes between us will be governed by the non-exclusive law and jurisdiction of the English Courts.

**SKYLARK
HOLIDAYS**

Tel: +44(0) 1283 701729 www.skylarkholidays.co.uk

Booking Form

**SKYLARK
HOLIDAYS**

PLEASE PRINT CLEARLY

Holiday _____

Date _____

Number of People _____

Accommodation Type: B&B S/C own room S/C sharing twin

Name _____

Address _____

Postcode _____

Telephone (Daytime) _____

Telephone _____

Booking Fee Enclosed £ _____

(25% per course)

Full Fee Enclosed £ _____

(if less than 6 weeks)

Please make cheque payable to **Skylark Holidays**

Do you have a particular interest or requirement for your chosen course?

How did you hear about these holidays?

I have read and accept the Terms and Conditions

Signed _____

Date _____

Please return this Booking Form together with your payment to:
Skylark Holidays, 9 Beech Avenue, Willington, Derbyshire, DE65 6DB

1. Making your booking

Before making a booking we suggest that you telephone us or email us to check availability and if you wish we can make a provisional booking. To confirm the booking, please complete a booking form and return it to us with a deposit of 25% per person. Full payment must be made at time of booking if 6 weeks before your holiday starts. Payments may be made by cheque made payable to “Skylark Holidays”.

The receipt or banking of a deposit or the making of a provisional reservation does not imply final acceptance of the booking; neither is a verbal quotation confirmation of final cost. If a booking cannot be accepted, notification and refund of any deposit will be sent as soon as possible. The contract is made between us when we send out our confirmation letter/invoice. The balance is due 6 weeks before the holiday start date.

2. Making payment

Please make a note for yourself of the due date for the balance because after sending out our confirmation invoice we will not send out any reminders. Should the balance not be received by the due date, your place may be released, and our cancellation policy will apply. Payments may be made by cheque made payable to “Skylark Holidays”. We guarantee that the price of your holiday will not be subject to alterations or surcharge once the booking has been confirmed.

3. Changing your booking

If after your booking has been confirmed you wish to transfer to a different holiday or holiday date, we will make every effort to satisfy your requirements provided that written notification is received at our office from the person who signed the booking form, not later than the date on which the balance of the original holiday price is due for payment. Alterations made after the balance due date, will be regarded as a cancellation by you of the original holiday and a new booking for a different holiday, and the cancellation charges set out below will apply.

If after your booking has been confirmed you are unavoidably prevented from proceeding and wish to transfer your confirmed booking to another person, you can do so, provided that this is not later than 30 days before the holiday start date. You, as transferor of the holiday, and the transferee shall be jointly and severally liable to us for the payment of the balance due, together with all additional charges of whatever sort imposed by the suppliers providing component parts of your holiday.

In all cases, you will be required to pay a minimum administration fee of £20 per person.

4. Should you need to cancel

Our company is small and intimate and any cancellation has a significant affect on us. Therefore we will implement a strict cancellation policy whereby we will retain a part of the holiday price according to the following table:-

Notice Received	Retention from total holiday price
More than 42 days	Deposit
42 – 29 days	50%
28 – 15 days	75%
14 or less days	100%

We recommend that you take out insurance so that you are fully covered by a comprehensive insurance policy.

5. If we have to alter your holiday.

The web site, dossiers, course content, itineraries and schedules are put forward as a statement of our intentions only and are not representations or undertakings that they will be carried out. In rare circumstances we may have to make alterations to ensure your safety or to respond to unplanned events outside our control.

If we have to alter your holiday before the start date any alterations will either be major or minor. Where an alteration is minor, we will, if practicable, advise you before the start date, but we are not obliged to do so or to pay you compensation. A minor alteration is any alteration apart from a major alteration as defined below. When an alteration is a major alteration (e.g. changing your accommodation) we will advise you as soon as is reasonably possible. You will then have the choice of accepting the alteration, taking an alternative holiday (and where this is of a lower price we will refund the difference) or withdrawing from the contract and accepting a full refund of all monies paid. In addition, in appropriate cases, we will pay you (which in this circumstance means we will pay each individual in the holiday party) compensation on the scale shown below (on the assumption that the full balance has been paid)

More than 29 days	nil
28 – 15 days before holiday start date	£15
14 – 0 days before holiday start date	£20

6. If we have to cancel your holiday

If we have to cancel your holiday before the start date, you will have the choice of taking an alternative holiday (and where this is of a lower price we will refund the difference) or withdrawing from the contract and accepting a full refund of all monies paid.

We shall not cancel a holiday after the date when the payment of balance becomes due, unless you default in payment of an outstanding balance or unless it is necessary to do so as a result of force majeure. Force majeure means unusual and unforeseeable circumstances beyond our control, the consequences of which neither we nor our suppliers could avoid, and specifically relates to the illness or injury of either ourselves or our tutors since we are integral to the holiday but also includes war or threat of war, riots, civil strife, terrorist activities, industrial disputes, fire or adverse weather conditions, level of water in rivers or other similar events beyond our control.

Underbooking is the situation in which the minimum number of clients required to operate a holiday is not met. That number is 4 for UK based holidays and 6 for holidays abroad and we may cancel the holiday in these circumstances.