

## Cooking Holiday Spain Terms and Conditions



### 1. Making a booking

To secure a booking with Cooking Holiday Spain or their agent requires a completed and signed booking form together with a non-refundable deposit per person of 25% of the cost per person or full payment within 45 days of travel. Clients booking by telephone, facsimile, web or e-mail will be deemed to have read the booking conditions and accepted them. A booking is accepted and becomes definite only from the date when Cooking Holiday Spain has confirmed acceptance in writing and issued a Confirmation Invoice. It is at this point that a contract between Cooking Holiday Spain and the Client comes into existence. The contract is between Cooking Holiday Spain and the Client. The person signing the booking form (which incorporates these terms) warrants that he/she has full authority to do so on behalf of all persons whose names appear thereon, and confirms that all such persons are fully aware of and accept these conditions.

### 2. Payment

Final payment is due 45 days prior to the first day of travel. If payment is not received at the due date, reservations will be subject to cancellation and forfeiture of deposit

### 3. Changes to a booking

Any changes to the original booking must be confirmed in writing by the person signing the booking form and must be accompanied by an administration fee of £50 per booking in addition to the cost of any extra services required, unless the request is within 45 days of departure in which case cancellation fees will be applied as detailed in paragraph 5 below.

### 4. Substitution of Passengers

If any number of the party is prevented from travelling, it may be possible to transfer the booking to another suitable person, provided that written notice is given at least 30 days prior to departure.

### 5. Cancellation Terms

The Client may cancel the booking at any time provided that the cancellation is communicated to Cooking Holiday Spain in writing. Cancellation charges will be applied as shown below calculated from the day when written notice is completed and received by Cooking Holiday Spain:

43 days or more	Forfeit of deposit
42 - 30 days	50% of total holiday price
29 - day of travel	100% of total holiday price

In addition to the above cancellation charges, the full insurance premium is also payable in the event of a cancellation by the Client. If the reason for cancellation is covered by the insurance policy, the client may be able to reclaim these charges.

### 6. Changes by Us

While Cooking Holiday Spain will endeavour to operate the Cooking Holiday Spain holiday as advertised, by entering into this contract, the Client accepts that it may prove necessary or advisable to vary or modify the holiday contents due to prevailing local conditions. Cooking Holiday Spain will not cancel this holiday less than 30 days before departure other than for forces of nature. Cooking Holiday Spain reserves the right to cancel any program at any time before departure for any reason, including insufficient participants to operate the program. Cooking Holiday Spain will make every effort to follow any published itinerary, but variances may occur due to availability and factors beyond the control of said operator.

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Cooking Holiday Spain may, at its sole discretion, substitute a service or good of similar quality for any stated in any itinerary. If a tour is cancelled, Cooking Holiday Spain will make every effort to find a suitable replacement, but its liability is limited to a full refund of payment rendered. No compensation will be paid if cancellation is because of forces of nature.

### **7. Travel Insurance**

Travel Insurance is mandatory for all Clients whilst on a Cooking Holiday Spain holiday. Clients are wholly responsible for arranging their own travel insurance. A suitable insurance policy should provide adequate cover for medical expenses arising through illness or accident prior to or during the holiday and loss of holiday monies through cancellation and curtailment of the holiday for insurable reasons. Cooking Holiday Spain is able to assist Clients in obtaining a suitable insurance policy.

### **8. Passports, Visas and Vaccinations**

It is the responsibility of the Client to be in possession of a valid passport, visa permits, inoculations and preventative medicines as may be required for the duration of the holiday. Information about these matters or related items is given in good faith but without responsibility on the part of Cooking Holiday Spain.

### **9. Transfers**

Where transfers are included, there is one scheduled group transfer for arrival and departure at a designated time and place. It is the responsibility of the tour participant to be at the transfer point at the designated time. Private transfers can be arranged for an additional fee. Please be advised that if you are arriving and/or departing on the dates of the program, a late arrival or very early departure may necessitate a special transfer at an additional fee. We would be happy to confirm transfers with you before you finalize your travel arrangements. Neither Cooking Holiday Spain nor its providers are responsible for late arrivals due to flight delays or for any other reason. If you are delayed, we will do our best to transfer you to the program whenever you arrive, but please be prepared to pay an additional fee in Euros direct to the driver.

### **10. Age**

No unaccompanied minors (those under 18 years of age) can be accepted on Holiday operated by Cooking Holiday Spain. However older teenagers may be considered provided they are accompanied by a parent or a guardian who accepts full responsibility for them.

### **11. Local Laws**

All clients are expected to obey the laws and regulations of the countries visited and any failure to do so will relieve Cooking Holiday Spain of all obligations that they may otherwise have under these booking conditions.

### **12. Illness or Disability**

Anyone suffering from illness or disability or undergoing treatment for any physical or medical condition must declare the true nature of such condition at the time of booking and make arrangements for the provision of any medication or other treatment required during the holiday. Failure to make such disclosure will constitute a breach of these booking conditions by the client.



### 13. If you have a Complaint

If the Client has a complaint about any of the Cooking Holiday Spain holiday arrangements, the Client must bring it to the attention of the representative of Cooking Holiday Spain at the time so that they may use their best endeavours to rectify the situation. It is only if Cooking Holiday Spain is made aware of any problems that there will be the opportunity to put things right. Failure to complain on the spot will result in the Client's ability to claim compensation from Cooking Holiday Spain being nullified or at least reduced. Should the problem remain unsolved a complaint must be made in writing to Cooking Holiday Spain within 28 days of the completion of the holiday.

### 14. Our Responsibilities

This holiday operated by Cooking Holiday Spain, being a cooking holiday, may involve an element of potential risk and exposure to hazards over and above those associated with normal 'package' Holiday. All bookings are accepted on the understanding that such risk and hazards are appreciated by the Client and that they undertake all activities on this holiday at their own volition. Where the Client suffers death or personal injury as a result of an activity forming part of the holiday arrangements booked with Cooking Holiday Spain, Cooking Holiday Spain accepts responsibility unless there has been no fault on Cooking Holiday Spain's part or its partners in India and the cause was the Client's fault, the actions of someone unconnected with the holiday arrangements or one which neither Cooking Holiday Spain nor its partners could have anticipated or avoided even if all due care had been exercised. Cooking Holiday Spain's acceptance of liability to pay compensation pursuant to this clause 13 is limited, in the case of air travel, rail travel, sea travel or hotel accommodation, to the amount set out in the provisions of, respectively, the Warsaw Convention as amended by the Hague Protocol 1955, the 1961 Berne Convention, the 1974 Athens Convention and the 1962 Paris Convention. Cooking Holiday Spain's acceptance of liability in this clause 13 is subject to assignment by the Client to Cooking Holiday Spain of the Client's rights against any agent, partner or sub-contractor of Cooking Holiday Spain which is in any way responsible for the unsatisfactory holiday arrangements or the Client's death or personal injury.

### 15. Data Protection

In order to process your booking, Cooking Holiday Spain needs to collect certain personal details from you. These details will usually include the names and addresses of party members, credit/debit or other payment details and special requirements such as those relating to any disability or medical condition that may affect the holiday arrangements. We take full responsibility for ensuring that proper security measures are in place to protect your information. We must pass some information on to the relevant suppliers of your travel arrangements (airlines, hotels, transport companies etc.). Such suppliers may be outside continental Europe if your holiday is to take place or involve suppliers outside these countries. The information may also be provided to security or credit checking companies, public authorities such as customs/immigration if required by them, or as required by law. Except where expressly permitted by the Data Protection Act 1998, Cooking Holiday Spain will only deal with the personal details you give to Cooking Holiday Spain as set out above unless you agree otherwise. We may make contact with you or members of your holiday party by post, e-mail, or telephone for the purposes set out. We will also use your information to inform you of offers in the future or to send you brochures. If you do not wish to receive such approaches in the future then please let us know as soon as possible by telephone, letter or e-mail us at [info@cookingholidaypain.com](mailto:info@cookingholidaypain.com). If we do contact you by e-mail about our new brochures or special offers, you will also be able to unsubscribe yourself from our database at this time. Cooking Holiday Spain will assume that you do not object to being communicated with unless you have previously opted out or contacted us. We have the appropriate security measures in place to protect your confidential information. We may provide your details to carefully selected third parties for similar purposes. If you would prefer us not to do so, please contact us by letter, telephone or e-mail. You are entitled to ask for a copy of your information. Please contact us in writing if required.