



## **Booking Terms and Conditions**

All the holiday experiences by Ocean Fever on the company website are operated by Pure One Group (hereinafter called 'the Company' or 'we', and are sold subject to the following conditions:

Company Name - Pure One Group Ltd

"We/us" Means "Pure One Group Ltd"

"You" Means the person who has signed the booking form and includes all the people on whose behalf you have signed.

"Price" Means the total cost of the holiday experience.

Because you can book different combinations of travel arrangements with us, in these terms we use different terms to describe them. Where you book a combination of accommodation or car hire and any other tourist service(s) accounting for a significant proportion of the holiday, for the purpose of the same trip or holiday, this will create an 'Experience' We organize our own experiences and, in these terms, we also sell packages organised by other travel companies and in these terms, they are called 'Supplier'. We do NOT offer or include any flight arrangements as a holiday experience.

Pure One Group Ltd is a company committed to customer satisfaction and consumer financial protection. We are therefore pleased to announce that, at no extra cost to you, and in accordance with "The Package Travel, Package Tours Regulations" all passengers booking with Pure One Group Ltd are fully insured for the initial deposit, and subsequently the balance of monies paid as detailed in your booking confirmation form. Your money is fully protected and is held within an independent Trust Account, managed by Protected Trust Services Ltd of 307-315 Holdenhurst Rd, Boscombe, Bournemouth BH8 8BX and its Trustees, chartered accountants - Elman Wall Ltd of 8th Floor, Becket House, 36 Old Jewry, London EC2R 8DD.

### **1. Booking**

To make a booking you must be over 18. The person making the booking (the "lead name") accepts these booking conditions on behalf of everyone in their party. If we accept your booking, we will issue a confirmation email and you will have access to your account details online under your profile membership. A contract will exist between us from the date we issue the confirmation.

#### **- Lead Name**

The lead name on any booking with us accepts the full responsibility of collecting the full balance payable for the booking and indemnifies "Pure One Group Ltd" against any loss from any individual failing to pay within your group. The lead name of the group is also responsible for ensuring that all group members are aware they are bound by our terms and conditions. The lead name is also responsible for the completion of the online guest list on behalf of all persons on the booking. It is understood that those booking via email or telephone agree to and accept our terms and conditions.

## 2. Payment

Payment in full is required at the time of booking confirmation (not enquiry). All monies due, including any surcharges, must be paid in full as instructed. Failure to complete payment at the time of booking confirmation will result in the forfeiture of your holiday reservation. Once payment has been received, we will confirm your booking as complete. Please note that all payments are held in a PTS travel trust bank account for both our and your financial security.

Payments can be made with a valid Credit Card or Debit Card and online bank transfers, where upon receipt we will endeavour to place the booking for you at the same price, although this cannot be guaranteed. We will however notify you should there be an increase in price from the time of quotation to the time of booking confirmation.

If a promised payment is not received or does not clear upon presentation, we hold the right to cancel the reservation.

Travel documents will be issued approximately two weeks before the start of your travel experience begins. If you miss any arrangements getting to your travel experience or suffer any disruption as a result of not following our instructions, we will have no liability to you.

## 3. If you change your booking

If, after our confirmation has been issued, you

(i) make a change to your existing booking, we will charge an amendment fee per booking for each change or

(ii) wish to change to another of our experiences or change the date of the holiday, we will try to make the changes, provided that notification is received in writing in a reasonable time. Any alteration, whether a change to an existing booking or a change to another experience or departure date, will be subject to payment by you of any costs imposed by any of our suppliers providing the component parts of the experience.

## 4. If you cancel your holiday

You or any member of your party may cancel your experience at any time providing that the cancellation is made by the lead name in writing.

<b>Period before experience within which written cancellation is received</b>	<b>Amount of cancellation charge shown as percentage of the tour price</b>
More than 60 days*	20%
Between 59 and 40 days*	30%
Between 39 and 28 days	60%
Between 27 and 21 days	90%
21 days or failure to arrive at departure airport	100%

## 5. Complaint Procedure

If you have any complaint during your holiday, you must inform both your local holiday supplier immediately and also the UK office by email. If your issue is not resolved in resort or you are not

happy with their action in response to your complaint, you should notify our office on your return with 7 days, and we shall endeavour to resolve the problem promptly. No complaint will be accepted outside of this time frame thus deeming you fully satisfied with all aspects of the holiday and the services we have provided to you. We will acknowledge any correspondence within 5 working days and endeavour to deal with the complaint as quickly as possible.

## 6. Claims against third parties

If you, or any member of your party, suffer death, illness or injury whilst arising out of an experience which does not form part of your travel arrangements, we shall at our discretion, offer advice, guidance and assistance to help you in resolving any claim you may have against a third party, provided we are advised of the incident within 90 days of its occurrence. The supplier themselves and not Pure One Group are liable for all standards of delivery in any activity you undertake in resort.

## 7. Surcharges

Prices quoted for this holiday are based on the exchange rates published by Reuters at the time of booking. The price of your holiday may be subject to surcharges on the following items:

- (i) local transportation costs, including the costs of fuel.
- (ii) dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports or
- (iii) the exchange rates applied to the particular package.

Since these costs are beyond our control, we reserve the right to increase the amount of this charge at any time. We will of course inform you of any such change should that become necessary. In view of the current volatility of world oil prices, a fuel supplement may be added to the price of your holiday at the time of booking. The 'Local Payment' on some trips can fluctuate occasionally - if this increases significantly, we will advise you in advance.

## 8. Changes to your holiday

Before you enter into a contract with us, we reserve the right to change any of the facilities, services or prices described in our brochures or websites. If a change occurs, you will be advised at the time of booking.

## 9. If we change your booking

It is unlikely we will have to make any changes to your holiday in resort after you book. However, we plan the arrangements many months in advance and may occasionally have to make changes. Most changes are minor. Whether a change is 'major' depends on the nature of the experience and may include: alteration to the scheduled departure or return time of the experience by more than 12 hours; a change to a lower standard of accommodation; or a change of departure point. When a major change occurs, you will have the choice of either accepting the change, purchasing another available experience from us, or canceling your experience, in which case we shall refund you in full. In all cases, except where a major change arises from circumstances amounting to force Majeure or consolidation (see below), we will pay you, as a minimum, compensation as detailed below:

<b>Period before departure within which a major change is notified to you</b>	<b>Compensation per person</b>
Before balance due date	Nil
Between balance due date and 14 days before travel	£20.00
Between 13 days and the date of travel	£30.00

Important notes: Compensation will not be payable if we are forced to cancel, or in any way change your holiday for reasons of consolidation or Force Majeure, which includes without limitation, war, threat of war, riot, civil strife, industrial dispute, terrorist activity, health epidemics and pandemics, natural or nuclear disaster, fire or adverse weather conditions or other similar events beyond our control and that of our suppliers. Consolidation refers to the fact that the operation of the experience is dependent on a minimum number of persons booking the tour. If that number is not achieved, we reserve the right to cancel the experience. We will not however, cancel a experience for reasons of consolidation less than 6 weeks before the departure date. We strongly recommend that you make no travel arrangements to your point of departure until such time as your travel itinerary has been confirmed. If you make such arrangements which you are then unable to use due to a change in your itinerary, we shall not be liable to you for the cost of those arrangements.

#### **10. If we cancel your holiday**

Sometimes it may be necessary to cancel your holiday and we reserve the right to cancel your experience in any circumstances. However, in no circumstances will we cancel your experience less than 6 weeks before the scheduled departure date except for reasons of Force Majeure or failure on your part to pay the final balance. In circumstances where we are unable to provide the experience booked, we will return to you all monies paid, or where possible offer an alternative tour of comparable or higher standard and compensation if appropriate. In case of a cancelled holiday experience we strongly advise you not to book any connecting travel that is non-refundable or no changeable or incurs penalties. We will not be liable to refund any incidental costs incurred for visas, vaccinations or other travel arrangements. If we are forced to cancel your holiday after departure we will, wherever possible, make suitable alternative arrangements. If we are unable to make such alternative arrangements, or you reject these for good reason then we will return you to your point of departure and refund you for any unused services, if appropriate.

#### **11. Compensation or Liability**

Our obligations, and those of our suppliers providing any service or facility included in your holiday, are to take reasonable skill and care to arrange for the provision of such services and facilities and, where we or our supplier is actually providing the service or facility, to provide them and to do so with reasonable skill and care. You must show that reasonable skill and care has not been used if you wish to make any claim. Standards of, for example, safety, hygiene and quality vary throughout the transport and destinations that your holiday may involve. Sometimes these standards will be lower than those which would be expected to be found in your own country. The services and facilities included in your holiday will be deemed to be provided with reasonable skill and care if they comply with any local regulations which apply, or, if there are no applicable local regulations, if they are reasonable when compared to the local standards and customs. For claims which do not involve death or personal injury, we accept, and will only have, liability should we or our suppliers fail to satisfy the obligations detailed above. If we have liability, we will pay you reasonable compensation (limited to the original value of the holiday) if your enjoyment of the tour is adversely affected. For claims which involve death or personal injury as a result of an activity forming part of your holiday, we accept, and will only have liability should we or our suppliers fail to satisfy the obligations detailed above.

If we have liability, we will pay you reasonable compensation. We shall have no liability where the cause of the failure to provide, or failure in, your holiday or any death or personal injury you may suffer is not due to any fault on our part or that of our servants, agents or suppliers, because it is either attributable to you, or attributable to someone unconnected with your holiday and is unforeseeable or unavoidable, or is due to unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which neither we, nor our servants, agents or suppliers could have foreseen or forestalled. any other international conventions applicable to your holiday. Other than a set out

above, and as is detailed elsewhere in these booking conditions, we shall have no legal liability whatsoever to you for any loss or damage.

#### **12. Independent arrangements/excursions**

If you purchase any optional activities that are not part of your pre-booked itinerary, the contract for the provision of that activity will be between you and the activity provider. The decision to partake in any such activity is entirely at your own discretion and at your own risk. If you do have any complaint about, or problem with, any optional activity purchased in resort your claim should be directed to the activity provider and not Pure One Group Ltd.

#### **13. Passports and visas**

Whilst we are able to provide basic advice to customers regarding passports and visa requirements, you should check with the appropriate Embassy, Consulate or Foreign Office for the exact requirements for your chosen holiday and date of travel. It is your responsibility to ensure that you have the correct passport and visas to gain access to any country/region included in the travel arrangements which you purchase from us. If you fail to do so, we have no liability to you for any cost, loss or damage which you suffer, nor will we refund you the cost of any unused portion of your travel arrangements. In some cases, countries will refuse entry to clients who have criminal records. Should you be concerned about this, please check with the embassy or consulate of the countries to which you are travelling.

#### **14. Health requirements**

We are able to advise on mandatory health requirements; however, we are not medical experts. It is your responsibility to ensure that you obtain proper and detailed medical advice. Where you do not do so and either are not allowed to enter any country, or suffer personal injury or death, we have no liability to you for any cost, loss or damage which you suffer, nor will we refund you the cost of any unused portion of your travel arrangements. Clients with existing medical problems, pregnant women and anyone who has recently visited other countries, should check requirements with their general practitioner.

#### **15. Special requests**

We endeavour to fulfill any special requests (e.g. vegetarian meals) and will pass your request to our suppliers but do not guarantee that the request will be carried out.

#### **16. Your contractual requirements**

Once a contract exists between us you agree to accept the authority and decisions of our employees, group leaders, agents and suppliers while on the holiday experience. If, in the opinion of any of these, your health or conduct appears likely to endanger the progress of the holiday you may be excluded from the whole of, or a part of, the tour or arrangements. In the case of ill-health we may make such arrangements as we deem necessary and recover the costs thereof from you. If you commit an illegal act we shall cease to have responsibility to or for you.

#### **17. Alterations to booking conditions**

No employee or agent of Pure One Group Ltd may vary these conditions or offer any refund or discount on the published price without the written consent of a director of Pure One Group Ltd.

#### **18. Dates, itineraries & pricing**

Dates, itineraries, and prices for holidays may be subject to change at any time. Dates, itineraries and prices on our website supersede details published in any previous websites or brochures. Current dates and prices are listed on our website and will be provided at the time of enquiry.

### **19. Website and Marketing Photography**

Any likeness or image of you secured or taken on any of our holidays by Pure One Group Ltd may be used by the company without charge in all media (whether now existing or in the future invented) for bonafide promotional or marketing purposes, including without limitation promotional materials of any kind, such as websites, brochures, slides, video shows and social media.

### **20. Your Financial Protection with Protected Travel Services**

All monies paid to secure your holiday experience are secure and paid directly to a trust account managed by Protected Travel Services (PTS). By operating a trust account your money is secured at all times and your holiday experience with overseas suppliers is secured. This offers the most efficient and best protection to guarantee your holiday experience. Protected Trust Services is dedicated to the protection of the travel business and the consumer alike. We take great pride in being able to provide the best and most trustworthy protection in travel.

All PTS members have to adhere to PTS rules to protect the consumer. You can rest assured all PTS members pass rigorous checks and risk assessments through the onboarding process to join PTS. Only the most professional travel businesses can join PTS.

PTS and PTS members can guarantee you receive the financial protection you deserve. When booking through a PTS member you can go on your holiday knowing that if anything at all should go wrong, PTS are here to ensure everything goes smoothly. For your peace of mind and to ensure you book your holiday with trust, this is why we hold a PTS membership.

### **21. Supplier Failure Insurance and PTRC Insurance**

Here at Pure One Group Ltd we take very seriously your protection, as members of the PTS we also have access to increased protection and built into the cost of your holiday experience we have added Supplier Failure Insurance. This protects the company financially from any third-party supplier failure and add further protection to your holiday experience. The PTRC Insurance also offers customers protection for Consequential Loss and Repatriation. Protecting our customers is always going to be a priority for Pure One Group Ltd.

### **22. Contracts (Rights of Third Parties) Act 1999**

No part of this agreement shall confer on any third party any benefit or right to enforce any terms of this agreement.

### **23. Jurisdiction**

This agreement shall be construed in accordance with the laws of England and the courts of England shall have exclusive jurisdiction to deal with any disputes arising between you and us or our suppliers.

## **24. Changes to these Terms and Conditions**

We may need to make changes to these terms and conditions. Any changes can only be made by us and not any third-party member. We reserve the right to amend or improve these terms and conditions without prior notification. When it is necessary for changes to be made, we will forward you a copy of these changes and all reservations will abide by the amended terms, except for reservations already made.

## **THE PURE ONE EXPERIENCE**

Before booking with us, take a moment to consider the challenging nature of any holiday or experience. Some travel arrangements of this kind often require a substantial amount of flexibility from you during the journey. The itineraries outlined in the brochures and on our website must be seen as an indication of our intention, rather than a contractual obligation on our part. Unforeseen local conditions or events may sometimes necessitate changes to the itinerary, accommodation or means of transport. We accept your booking on the understanding that you realize the potential hazards involved in this kind of experience, including injury, disease or loss/damage to personal property, inconvenience and discomfort. Refunds will not be given for unused services or where weather conditions did not permit your experience to take place.

**Company Name:** Pure One Group Ltd

**Registered Address:** The Stella Maris Suite Pierremont Hall, Pierremont Park, Broadstairs, Kent, CT10 1JX. United Kingdom

**Registration Number:** 11479694