

## **Booking Terms & Conditions – Disneyland Paris Packages**

We act as an agent on behalf of Euro Disney Vacances SAS (also referred to as Disneyland Paris). When making a Disneyland Paris booking online or by telephone, you will be entering into a legally binding contract with us, The Travel Gateway Ltd and between you and our suppliers (as applicable) for the provision of accommodation and/or transportation and/or other services.

These terms and conditions govern that contract and bind all members of your party, including children. It is your responsibility to ensure that you and all members of your party are aware of, and accept all of the obligations contained in these terms and conditions. Our contract is effective from the date it is formed and continues until the last member of your party has completed their stay.

### **1. Formation of Contract**

Once you have made your booking you will receive an email to confirm that we have booked your hotel. Please note that payment at the time of booking does not, in itself, mean that your booking is confirmed. Your reservation is only fully confirmed when we send you an email confirming acceptance along with a valid Disneyland Paris booking reference number.

It is at this time that a binding contract comes into existence between you and us and between you and our suppliers (as applicable). If, unexpectedly in the short time between your payment and us seeking to confirm your booking with Disneyland Paris, the hotel or service has become unavailable and we cannot obtain an alternative acceptable to you, you will of course have the option to receive a complete refund of the money you have paid. Where possible we will endeavour to offer you an alternative hotel or service. You must also understand that where a refund is given, it will only apply to the product which is unavailable and any other bookings will not be affected.

### **2. Prices**

#### **2.1 Reductions for Children**

Please note that you may be asked for proof of date of birth of any children in your party upon check-in at your hotel or, at point of departure where your booking includes transportation, in order that any discount offered for children can be confirmed.

*The price of your package holiday includes:*

- Accommodation as detailed on your confirmation email.
- Breakfast as mentioned in the individual hotel description. Please note that breakfast is not included at Davy Crockett Ranch
- Entrance to all Parks for the duration of your stay.
- All obligatory service charges.
- VAT on all holidays at the rate appropriate at the time of printing.
- If applicable, transportation (except transfers) as detailed on the confirmation email.

*The price of your package holiday does not include:*

- If applicable, the credit/debit card surcharge provided
- Holiday insurance and premium for such insurance.
- Supplements for additional room facilities.
- A number of resort and sporting facilities (e.g. golf, tennis), or use of listed facilities (e.g. mini-bar, safety-deposit box, external telephone calls, etc.)
- Items of personal expenditure.
- Any items not otherwise mentioned in "The price of your booking includes" above.

Please note that:

- a reservation made on-line is for one room only;
- a reservation made by telephone may include up to three rooms and 12 persons (including children).

### 3. Payment Arrangements

#### Deposit

We do not currently offer this facility.

#### FOR PHONE & INTERNET BOOKINGS:

For all bookings made online or by telephone, we require an immediate payment of the total cost of your booking.

**All payments must be made in Pounds Sterling. They may be made by any of the following means and under the following conditions:**

**All payments:** International Credit / Debit Cards: Visa, Eurocard / Mastercard, American Express (unless otherwise stated at time of booking).

Credit and debit cards will be authorised and charged to your account the same day or next working day. It is your responsibility to make sure that the payment has gone through.

Please note that the following charges are applicable when making payment:

Visa Electron – No Charge

Debit Cards - £1 per booking

Credit Cards – 2.5% of the total booking amount.

Should you make a booking with us on behalf of a third party you will be held jointly and severally responsible to us for the total cost of the booking.

### 4. Altering your booking

To request an alteration to your booking, please contact us as soon as possible. Please note that there will be a standard £30 amended fee charged by us in addition to any amendment fees charged by Disneyland Paris (**detailed in the grid below**). Please note that no alteration will be guaranteed unless and until confirmed by us in writing. Any such request must be received by us at the latest 3 days prior to your arrival date.

Alteration	Notice given from 60 to 8 days prior to arrival	Notice given from 7 to 3 days prior to arrival	
		Same Arrival Date	Different Arrival Date
Exchange of the package booked for an equal or higher value package	No Alteration Fee		Treated as a booking cancellation. Applicable charges will be applied. Please see the grid below.
Exchange of the package booked for lower value package	Alteration Fee = Application of relevant cancellation charges detailed below on the difference in price of the two packages (original one and new one)		Treated as a booking cancellation. Applicable charges will be applied. Please see the grid below.
Adding extra services to your package - Character Breakfast etc	No Charge		No Charge

**From time to time, special offers will be launched. These will only be valid for new bookings and we are unable to apply a special offer to an existing booking.** Please ask for specific terms and conditions when offers are released or alternatively you can view them on the dedicated offer pages via our website.

We will only accept a maximum of three (3) requests to modify dates of any one reservation. We then reserve the right to cancel your booking.

### 5. Transfer of bookings

If you are prevented from proceeding with your booking and wish to transfer it to another person, please contact us as soon as possible and in any event no later than seven (7) days prior to your arrival date (or, where transportation is included in your booking, your departure date). You may not, under any circumstances, transfer your booking to anyone without our consent.

We will do our best to assist you but will not consent to the transfer of your booking if your nominated person does not meet our requirements. We reserve the right to charge an amendment fee for any transfer and you will be advised of the amount of such fee prior to the transfer taking place. Please note that no transfer will be guaranteed unless and until confirmed in writing by us. Where your booking has been transferred to another person, you will still be liable to pay us any further amounts due under your if the person you have transferred it to does not pay us.

### 6. Cancellation by You

Reservations made with us may only be cancelled in accordance with the cancellation terms specified by Disneyland Paris (Euro Disney SAS Vacances). Please note that you will not be able to request any cancellation via our website and will need to do so in writing.

You may cancel your booking at any time. However, a fee will be charged as detailed below. To cancel your booking (including bookings made online) you must make your request by post or email signed by the lead member of your party in whose name the booking was made.

The cancellation charges detailed below shall apply:

Cancellation Notification				
	Notice given at 61 or more days prior to arrival date.	Notice given from 60 to 8 days prior to arrival date.	Notice given from 7 to 3 days prior to arrival date.	Notice given 2 days or less prior to arrival date.
Cancellation Charges	10% of total booking cost	35% of total booking cost	75% of total booking cost	100% of total booking cost
	15% of total booking cost for arrivals from 8th November 2012 onwards			

### 7. Alterations made by us

Occasionally it is necessary for us to make alterations to your booking following on from communication to us by Disneyland Paris due to errors in their descriptions of the products that are on offer. This can occur both before and after our contract is made or even during your stay.

If we reasonably consider that any change, which we make, is significant (for example a substantial change of services to be provided) we will offer you the opportunity to decide whether you wish to:

- Withdraw from our contract without penalty receiving a full refund of all monies you have paid to us,
- Accept the changed arrangements as notified by us, or
- Accept our offer of a substitute (where possible) under the following conditions
  - A substitute holiday which, if it is of higher quality than that which you originally booked, will be offered subject to your paying the price differential between the two holidays.
  - We will refund any difference in price where the substitute holiday accepted is of a lower value than that of the holiday you originally booked.

Subject to contrary provisions in these terms and conditions we may also offer you reasonable compensation, if appropriate, although no compensation or alternative options will be offered for minor changes, for example, where a facility or a small number of facilities are closed for maintenance or we allocate you to a different hotel of the same or higher standard or in the event of cancellation of a specific service due to minimum required number of participants not being achieved.

#### **8. Facilities**

Many facilities are available on a first come first served basis or may be located outdoors and as such are seasonal or subject to appropriate weather conditions prevailing at the time you wish to use them. Disneyland Paris and therefore We cannot guarantee that you will be able to use the facilities noted at any particular time or at all.

You must comply with all notices and reasonable instructions given in respect of any aspect of your booking including in respect of use of facilities and amenities.

Disneyland Paris are continually improving the facilities and services that they offer. You may therefore find that new facilities are on offer, some facilities may be closed and/or work and/or maintenance may be being carried out.

#### **9. Your conduct**

We reserve the right at our discretion to terminate your booking if your or any member of your party's behaviour is likely to cause damage, danger or distress to any employees, subcontractors and agents of Disneyland Paris or the general public at any time. In these circumstances we reserve the right not to refund nor pay any compensation and to recover from you any costs incurred by any third party or us as a result of said behaviours.

#### **10. Passports and Visas**

A full ten-year passport is required (five years for children) for all holidays to Disneyland Paris. The ten-year passport is obtainable from your nearest Passport Office, and details of required documentation are given on the application form, but please allow at least 12 weeks for a postal application. Holders of non-British passports, and/or British passports issued overseas, should check whether they require any special permits or visas for France. Please seek the advice of your own Consulate or that of the country you intend to visit/transit. It is your responsibility to be in possession of a valid passport and visa for any country you intend to visit. We cannot accept liability or consider refunds for clients who are unable to travel because they have insufficient or incorrect documentation.

#### **11. Health**

There are currently no specific health requirements for visitors to France. However, recommendations may change from time to time and we would recommend you check with your own doctor as to which inoculations the Department of Health may recommend.

#### **12. Interruption of holiday and unused services**

No reimbursements will be issued for any part of the holiday or travel arrangement that is interrupted, or any add-ons that could not be used by the party due to events beyond our control.

#### **13. Liability**

In all cases except death or personal injury, our liability to you for the total of all claims arising out of any contract between us is limited to twice the cost of the affected person's booking less any insurance premiums and amendment charges paid to the affected person. This is in accordance with the terms set out to us by Disneyland Paris.

We also reserve the right to limit damages payable for the incorrect or non-performance by us of our contract with you in line with the provisions of relevant international conventions. These conventions limit liability for death, personal injury, luggage, valuables and other matters. Each convention contains specific and different limitations.

These may be less than a court may award to a person suffering loss unconnected with air, sea or rail travel or the provision of accommodation. Time limits apply to making claims under these conventions. Copies of the relevant conventions are available on request.

Please note that where you are in breach of our contract or where your booking is terminated early as a result of your own acts or omissions no refund or compensation will be payable.

#### **14. Special Requests**

If you have any special requests (e.g. dietary requirements), please specify these at the time of booking. Whilst we will use reasonable endeavours to accommodate your requests, they are not guaranteed or confirmed unless we specifically state that this is the case to you in writing. In some cases, an extra charge may be payable. In such event, we will let you know how much the extra charge will be. If any member of your party has restricted mobility, special needs or care requirements you should discuss these with us before booking so that we and you can make a full assessment.

#### **15. Complaints**

We will always try to offer reasonable assistance to you if you are in difficulty. Any complaint or dissatisfaction you may have with any aspect of your holiday should be reported immediately to the manager of your hotel or to other service provider, or at the next available opportunity, to enable them/us to remedy/investigate the situation as rapidly as possible.

Please note that we shall not be responsible for any matter of which you were aware and which you did not bring to our attention (or directly to staff at the resort) during your holiday or within 30 days of returning home.

Should you not be satisfied with any assistance given or wish to draw our attention to your complaint, please write (i) using Recorded Delivery to: **The Travel Gateway, 2morrow Court, Appleford Road, Sutton Courtenay, Oxon, OX14 4FH** or send your complaint to us by email at the address specified on our website.

When detailing your concern within thirty (30) days of the end of your holiday, please ensure that the date of your stay at Disneyland® Paris and your booking number is clearly indicated in your correspondence.

We will then forward your complaint to the relevant department at Disneyland Paris who will in turn respond directly to us. Once a reply has been received, we will be in prompt contact with by email or telephone to confirm a satisfactory outcome to your complaint.

#### **16. Law and disputes**

Our contract is governed by English law and any disputes may be resolved in the nonexclusive jurisdiction of the English Courts.

#### **17. Severability**

Should any part of this agreement be deemed by rule of law to be void, the remainder of the agreement will remain in full force and effect.