

# Eurostar City Breaks

**Please read the following terms and conditions carefully. They apply to all Eurostar city breaks on this website and they deal with your rights and obligations to us and ours to you. If you have any questions that are not answered on this page, please contact Short-Breaks.com Reservations Department on 0844 492 2978.**

## Content:

Eurostar city breaks are accessible via external links to Short-Breaks.com. These links are provided so you can make a booking and find out further information quickly & easily. Please note that we are not responsible for the content of these websites.

We are members of the Association of British Travel Agents (no. W5344) and all arrangements are fully bonded in accordance with ABTA requirements. Bookings are subject to the conditions of carriage of Eurostar (UK) Ltd or the appropriate transport or service provider, and also of the applicable international conventions. Our Terms and Conditions define the obligations and commitments entered into by both sides and together with your confirmation invoice, comprise the contract between ShortBreaks Ltd - hereafter "the agent" - and all persons on whose behalf the booking is made. Further details are provided under the heading Important Information and you should familiarise yourself with both sections carefully before making your booking.

## Your booking and contract:

You must be at least 18 to make a booking with us. A binding contract exists between us as agent of providers of transport and/or hotel accommodation once you have paid a deposit (full payment, if appropriate) and we have despatched your confirmation invoice. You should check this carefully, as it may not be possible to make changes later and non-confirmed items will not be supplied. Please note that once confirmed, Eurostar tickets and (after the appropriate cooling-off period) the insurance premium are non-transferable and non-refundable. An oral request or provision of an option does not give rise to contractual obligations and may be cancelled by either party. Pricing Prices are based on two persons sharing a standard room and are based on the exchange rate of Euro 1.40. Published prices are for guidance only and may be subject to change without notice, dependent upon such variances as transport costs, currency fluctuations and the availability of certain fares. However, the price confirmed at the time of booking is guaranteed and will not be subject to surcharge.

## Payment:

A minimum deposit of £60 per person is required if you book more than eight weeks prior to departure. You must call us to pay the balance or send a cheque, by the date shown on your invoice. If full payment is not made at the required time, we reserve the right to treat your booking as cancelled and apply the charges set out below. If your booking is made less than eight weeks before departure, full payment is required at time of booking. Credit card payments can only be accepted from the cardholder or if specifically authorised by the cardholder. Transactions are undertaken in £ sterling. If you are using a foreign currency credit/debit card, we cannot be responsible for any currency conversion charges or any transaction fees incurred. Cancellation by you The party leader must confirm cancellations in writing directly to the agent, not to individual suppliers. If the number of people in the party changes, the price will be recalculated on the basis of the amended party size/ room types. Please remember that in order to take advantage of special fares, Eurostar tickets are non-transferable and non-refundable. Some optional extras such as concerts and shows are also non-refundable. In the event that an optional extra is withdrawn by the supplier or is not available for any reason, any refund due is limited to the cost of the pre-paid extra and does not constitute grounds for cancelling or amending a confirmed booking without appropriate charges. Cancellation charges are payable as a proportion of the invoiced price; these shall be calculated from the date we receive written notification of the cancellation and are as follows:

Number of days before departure	Cancellation charge
More than 56 days	£60 per person or loss of deposit (whichever is higher)
Between 56 and 29 days	35% of total
Between 28 and 15 days	75% of total
Between 14 and 4 days	90% of total
Less than 4 days before departure	100%

## Amendments to your booking:

An amendment fee of £25 per person (excluding infants) will be charged in addition to any suppliers' charges for changes to room types or hotels. If you want to change any details regarding your confirmed transport arrangements, we will have to cancel the original Eurostar reservation and buy a new ticket. You will be required to pay the full travel cost again. No refund will be made for unused accommodation or services during an independent variation to a holiday, or where you curtail your holiday. Cancellation or amendment by us We shall not cancel a holiday after the balance due date unless necessary due to force majeure (as detailed below) or unless you are in default of payment. However, should we have to amend your booking, we will endeavour to offer accommodation of a similar or higher standard and trains as close to the original departure time as possible. You may accept such changes or receive a full refund. In the case of a more significant amendment, we will also pay compensation\* as follows: -

No of days prior to departure	*Compensation
More than 42 days	Nil
Between 42 and 29 days	£5.00 per person
Between 28 and 15 days	£7.50 per person
Within 14 days	£10.00 per person

N.B Force Majeure - \*Compensation will not be paid when changes or cancellations occur as a result of war, civil strife, terrorism, strikes, industrial disruption, natural disaster, fire, technical problems or accidents with ports of transport; government action; changes/withdrawals in arrangements or facilities by accommodation/transport/ optional extra suppliers or any other events beyond our control. Complaints In the unlikely event that you have a complaint, you

should allow the supplier the opportunity to resolve the matter for you. If this is not achieved to your satisfaction, you must notify the agent in writing within 28 days of the date of your return. If your complaint is related to your hotel, you must in the first instance register this with the hotel management. Complaints related to Eurostar or rail services must be lodged with the train manager. Written confirmation of a complaint must be obtained from the service provider and failure to follow these procedures may affect any subsequent claim for compensation. We will respond to you within 28 days. Disputes, which cannot be settled amicably, may be referred to arbitration under a special ABTA scheme, administered independently by the Chartered Institute of Arbitrators. Details on request or from the ABTA website- www.abta.com Data Protection Policy In order to process your booking and meet your requirements we need to use the information you provide, such as your name and address etc. We take full responsibility for ensuring that proper security measures are in place to protect this information. We must obviously pass the information on to the relevant suppliers of your travel/accommodation arrangements. The information may also be provided to security or credit checking companies, public authorities, such as customs and immigration, if required by them or by law. On occasion we may use it to send you promotional material. We will not pass on information to any person or organisation, which is not involved in your travel arrangements. This applies to any sensitive information that you give us, such as details of any disabilities, or dietary/ religious requirements. In making this booking, you consent to this information being passed on to the relevant persons. You have right of access to personal data held - your data controller is ShortBreaks Ltd. Our liability to you ShortBreaks Ltd as agent accepts responsibility for the proper performance of the contract between us and for the proven acts and/or omissions of its employees, agents, suppliers and any other third party for whom the operator acts as agent. We will not be liable where the act or omission is attributable to the customer or to unforeseeable or unavoidable failures of an unconnected third party. Likewise, we will not be liable where there are unusual or unforeseeable circumstances beyond our immediate control, which could not have been avoided even with due care or to an event, the consequences of which could not have been foreseen or forestalled, even with due care. Except in the case of death or personal injury, our liability is limited to twice the holiday cost. Subject to reasonable discretion, the agent will offer general assistance to any customer who, through misadventure, suffers illness, injury or death during the course of the holiday arising out of an independent activity, not forming any part of the contracted services. Where subsequent legal action is undertaken by the customer, initial costs up to a maximum of £5000.00 per booking will be met by the agent, subject to prior agreement and when a request for such assistance is received within 90 days of the misadventure. In the event of a successful claim, the agent's costs will be recoverable from the customer. If, in the opinion of a person in authority - i.e. the train manager or hotel manager - you appear to be unfit to travel or because of anti-social behaviour are likely to cause disturbance to other passengers/guests or damage to property, our responsibility for you will cease. We will not be liable for making alternative arrangements or for repatriation, and we will not cover any additional costs incurred or make any refund. Legal Jurisdiction These terms and conditions are governed by English law and the jurisdiction of the English courts but you may choose the law and jurisdiction of Scotland or Northern Ireland, if preferred. (19/12/05)

## IMPORTANT INFORMATION

### Your Hotel and Accommodation:

Hotel star ratings have been decided by the appropriate tourist authorities and can vary considerably. Please ask for our own assessment of your chosen hotel at the time of booking. Our staff regularly visit hotels on our programme and will try to help you choose a property to suit your own requirements and budget. Single rooms Our prices are based on two people sharing a twin or double. Single passengers will be subject to a single supplement payable for each night of their stay and may be allocated a standard room for sole occupancy or alternatively, a smaller single room. Regrettably single rooms may not always be the same standard or in such good locations within the hotel as twins but still incur a supplement. Twin & double rooms Hotels may have both twin and double rooms. In Europe it is not unusual for a double to consist of twin beds pushed or joined together. If you express a preference, we will pass this request to the hotel but even if we name a specific room type in good faith on your confirmation, this may not be available on your arrival at the hotel. Triple & Quad rooms The price per person is the same as for a twin or double room. Please note additional beds are normally folding or sofa beds and space may be limited.

Cots Most hotels can provide cots, but these must be requested in advance and there may be a charge to pay in advance or locally. It is important to examine the cot for safety/suitability prior to use.

### Special Requests and Special Needs:

If you have any special request, please tell us when you book. We will pass on these requests but they are not guaranteed. Whilst we are not a specialist in special needs holidays, if you consult our staff at the time of booking, we will try to help you choose the arrangement best suited to your requirements. Passengers confined to a wheelchair and one companion can travel First Class on Eurostar for a small supplement.

### Tickets, Vouchers and Emergency Contact:

These are normally sent 7 days prior to departure. If a late booking (usually within 14 days of the date of travel) tickets may be issued on departure at the Eurostar terminal and your accommodation voucher/contact number either emailed or faxed to you or directly to your hotel.

### Included in your basic price:

Included in your arrangements are return economy rail services from London Waterloo International or Ashford International to the destination shown on your confirmation. Direct train services to Paris, Lille, Marne la Vallée and Brussels are operated by Eurostar. All onward journeys to Ghent, Antwerp and Bruges involve a change of train to local Belgian rail services. Accommodation in the hotel specified on your confirmation on a bed & Continental breakfast basis (unless otherwise stated). All local taxes and V.A.T.

N.B. Rail only or accommodation only options are sometimes available, upon request.

### Not included in your basic price:

Your transport to/from Waterloo and Ashford and the transfers to/from the point of arrival and your hotel are not included. All meals and drinks, unless detailed on your confirmation or included in First Class Eurostar bookings. Any travel/ accommodation supplements. Any pre-bookable extras, such as travel cards, river cruise, museum, concert or exhibition tickets (NB sold subject to the terms and conditions laid down by the individual supplier or organiser.) Personal hotel charges, such as for laundry, safety deposit boxes, mini-bar purchases, pool or fitness centre facilities (unless otherwise stated) etc. Gratuities and portage. Reimbursement to hoteliers for any damage or loss. Charges for infant cots (unless otherwise stated on your confirmation). Travel insurance - We cannot be held responsible for any claims resulting from an uninsured loss. Baggage Baggage allowance on Eurostar is 2 suitcases and 1 piece of hand luggage per person (except for infants who do not have a separate allowance unless paying for a seat). Excess luggage will be charged (currently £15.00 per item). Larger items, such as non-collapsible bicycles or trunks, have to be sent as Registered baggage details on request. Accuracy of our published information Whilst every effort is made to ensure website and promotional material accuracy, changes can happen sometimes and we will update you at the time of booking or if necessary, subsequently. Also if we learn of any building work likely to adversely affect your holiday enjoyment, we will do our best to forewarn you.

### Visas and Passports:

British citizens (with right of abode) and EU nationals do not require a visa for our Eurostar destinations, but do need a valid 10-year passport. Many non-EU nationals will require a visa and this should be checked with the relevant authorities. In all cases obtaining any necessary visas is entirely the responsibility of the passenger and must be obtained prior to confirming a reservation. N.B. No refund can be given for cancellation or abandonment of a journey due to lack of correct personal documentation. Health and Safety You should consult the D.o.H leaflet Advice for Health for Travellers or your GP for up to date information on health matters. All our hotels are obliged to meet local Health and Safety standards and fire regulations. However, these can vary and particularly in older city centre hotels, in preserved areas or in listed buildings, they may not be as high as those we are used to in the UK or comply with all EU recommendations. Guests should always acquaint themselves with the emergency procedures and take special care with balconies, lifts, plate glass doors, and tiled floors in bathrooms etc. Hotel swimming pools will not always be supervised or have depth markings. See also Cots. Valuables should always be kept in safety deposit boxes and just as at home, there is a need to take sensible safety precautions in respect of personal security, especially at night or in unfamiliar areas.

### Insurance:

Adequate travel insurance is essential. Our own policy is provided by Voyager Insurance Services Ltd., underwritten by AXA Insurance UK plc & Primary Insurance Co Ltd, with emergency assistance by Global Response and Excel. Summary of main benefits available to UK residents and temporary residents who will be travelling from and returning to a UK address.

	Up to	Excess
Cancellation/curtailment charges	£1,500	£50
- loss of deposit only	£20	Nil
Emergency medical & repatriation costs - N.B. repatriation is to the UK only	£5,000,000	£50
Hospital benefit (amount per day)	£500 (£10 Per Day)	Nil
Personal Accident	£15,000	Nil
- maximum payable in case of death	£5,000	Nil
Travel Delay (as defined in policy wording)	£10 - £100	Nil
Abandonment	£1,500	£50
Missed Departure	£500	£50
Personal effects overall limit	£1000	£50
- maximum per item/set/pair	£150	Nil
- total limit valuables	£200	Nil
- emergency purchases	£100	Nil
Money (cash limit £150)	£300	£50
Passport Identity	£200	Nil
Personal Liability	£1,000,000	£100
Legal Expenses	£10,000	£100

Premiums aged 16-64\* - Including Insurance Premium Tax.

Number of Days	Per Adult
1 - 3 Days	£9.99
4 - 5 Days	£11.99

Extra Days cover on request.

\*Premiums apply to age on the day of purchase. Child premium (aged 2-15) on request. Family Premium (defined as husband and/or wife or common law partner and their dependent children under 16) also available. Senior Premium (aged 65-79) is double the adult premium. Maximum age 79 on day of purchase. Under 2s are included in premium of accompanying parent.

### Important please note the following important features of the policy:

Excesses, Conditions, Limitations, Exclusions & Warranties - Check these carefully to ensure that your own personal requirements are provided for. Health if you or any of your party have a pre-existing condition requiring continuing treatment or medication, have had a terminal prognosis, or are aware of any circumstances likely to give rise to a claim, a medical certificate from your/their doctor must be obtained confirming you/they are fit to travel and that there is no reason to expect that cancellation or emergency treatment will be required. This should be retained for use in the event of a claim. Any Material facts i.e serious medical conditions of other people on whose health the trip may depend, should be declared. A 14-day Cooling Off Period - during which you may return the policy and obtain a refund, providing no claim has been made. If purchased within 14 days of departure, the policy may be cancelled up to the day of depart re only. The above information is merely a synopsis of the cover provided and full terms and conditions, including details of the exclusions and medical conditions are shown in the policy document, which should be read carefully. (26.04.06)