**Statement of Claim**

Introduction:

It would have been better had the grounds of the claim before us never come into being, as they are a byproduct of faulty conduct of the Defendants throughout the engagement with the Plaintiffs.

Firstly, the Plaintiffs request permission from the Honorable Court to split their reliefs, enabling them to sue the Defendants in this claim for the monetary damage, loss of enjoyment from the product they purchased and the severe distress, while being able at a later date, to file a claim for the bodily injuries caused to them due to the factual events which will be set forth hereinafter. This is as the case deals, *inter alia*, with minors the extent of whose physical damage is as yet unknown.

**The Identity of the Parties**

1. The Plaintiffs are 6 families who, in late July 2016, purchased vacation packages for themselves and their families in Zanzibar, in the 'Hilton Doubletree' hotel (**hereinafter: the "Booked Hotel"**), between the dates October 14, 2016 and October 21, 2016, from the Defendants.
2. Defendant 1 is a travel agency which sold the vacation in Zanzibar to Plaintiffs 1-8, as set forth hereinafter.
3. Defendant 2 is a travel agency which sold the vacation in Zanzibar to Plaintiffs 9-25, as set forth hereinafter, by means of the agent Tikva Sa'adah.

**The facts relevant to the claim are as follows:**

1. As aforementioned, in late July 2016, the Plaintiffs purchased vacation packages in Zanzibar for themselves and their families in the 'Hilton Doubletree' hotel at full price which amounts to the sum of **NIS 163,575**.
2. The Plaintiffs selected this hotel specially, due to **the attractive northern area of the island in which it is situated, (hereinafter: the "Selected Tourist Area"**) as well as its high quality, following a prolonged period of gathering information about the recommended vacation area, study of all information relevant to arranging a successful trip and meticulous planning of the activities on the vacation.
3. May it be clarified, they made a deliberate choice due to compatibility with the needs of their children and the intention to exhaust the leisure and tourism opportunities offered specifically in this area. For this purpose, they preferred to purchase a more expensive transaction, including staying in said hotel and in said area, despite this being offered at a higher price than other transactions in other areas and hotels.
4. On August 10, 2016 booking confirmation for the vacation package purchased by Plaintiffs 1-8 was received. On October 5, 2016 Plaintiffs 1-8 received the vouchers for the flight and hotel they had booked – in the tourist area of the island.
5. On August 4, 2016, a written notice was received from Defendant 2 verifying confirmation of the hotel rooms booked for Plaintiffs 9-25. On August 7, 2016 an official booking confirmation was received for the vacation package purchased by Plaintiffs 9-25. On October 5, 2016, Plaintiffs 9-25 received the vouchers for the flight and the hotel, in the tourist area of the island, as they had booked.

**A copy of the confirmation vouchers of the Plaintiffs for the package in the 'Hilton Doubletree' hotel, by family (Dabach, Ochayun, Ovadiah, Eliezer and two Golanski families) are appended as Appendixes 1A – 1E, respectively.**

**A copy of the message confirming the rooms in the Booked Hotel, by Defendant 2, is appended as Appendix 2.**

**An example of the vacation packages offered on the "Haver" website and their various prices, including the package purchased by the Plaintiffs in contrast with the package they actually received, is appended as Appendix 3.**

**The payment receipt for the vacation packages booked for Plaintiffs 9-12 is appended as Appendix 4A – 4B.**

**The payment receipt for the vacation packages booked for Plaintiffs 18-22 is appended as Appendix 5A – 5E.**

**The payment receipt for the vacation packages booked for Plaintiffs 23-25 is appended as Appendix 6A – 6E.**

**The payment receipt for the vacation packages booked for Plaintiffs 13-17 is appended as Appendix 7A – 7D.**

**A receipt by e-mail for the vacation package booked for Plaintiffs 1-8 is appended as Appendix 8A and 8C.**

1. In the afternoon of the day before the planned date of the flight, representatives of the Defendants contacted the Plaintiffs (Defendant 1 made contact with Plaintiffs 1-8, Defendant 2 with Plaintiffs 9-25) and notified them about swapping the hotel, **without making any mention whatsoever of the change of the area it is located in, to the west of the island – the non-tourist area of the island,** to wit, a journey of an hour and a half from the location of the hotel originally booked and from the attractions which the Plaintiffs intended to take advantage of on their vacation.
2. Said notice left the Plaintiffs with no choice, as it was no longer possible to change the dates of the vacation at such a stage **and they were not even given any options to make choices regarding the hotel they would stay in, as well as the area in which it is situated.** The representatives of the Defendants dictated to the Plaintiffs their decision to replace the hotel which had originally been booked with the Kisiwa hotel which is situated on the eastern, non-tourist side of the island (hereinafter: **the "Replacement Hotel"**).
3. In addition, the representative of Defendant 1 notified that the Plaintiffs "will be compensated" for said exchange with credit of USD 100 per day, and a day trip on the island the day after their arrival, as well as an upgrade from half-board to full board, in an "all inclusive" framework. This compensation was provided in a meagre and partial manner, to say the least, as will be clarified below.