

# Holiday & Short Break Fair Trading Agreement 2020

## YOUR CONTRACT WITH US

### 1 You pay a deposit

When you make your booking, you must complete a booking form, accepting on behalf of your party, the terms of this Fair Trading Agreement, and also pay a deposit of £50 per person per holiday for UK mainland tours and £60 per person per holiday for all other destinations. Please refer to page 29 for Travel Insurance information.

### 2 You pay the balance

The balance payment of the holiday must be paid via the office at which you made your booking at least 6 weeks before the holiday departure date (at least 9 weeks for Thursford Spectacular short breaks) if you book within the applicable balance due period you must pay the full holiday cost at the time of booking. If the balance is not paid in time we reserve the right to cancel your holiday, retain your deposit, and apply cancellation charges set out in paragraph 4 - "If you cancel your holiday".

### 3 If you change your booking

If, after our confirmation has been issued, you wish to change to another of our holidays, or change departure date, we will do our utmost to make the changes, provided that written notification is received at our office from the person who signed the booking form, not later than the date on which the original holiday balance was due for payment. This must be accompanied by a payment of £10 to cover administration costs. Any alteration made by you later than the original balance date will be treated as a cancellation of the original booking and will be subject to the cancellation charges set out below. You may only transfer to another tour departing within the current year. If you wish to make a transfer, it has to be to a completely new departure, you may not simply transfer the funds to another existing booking.

Other alterations such as the addition of requests or a change of boarding point that require reconfirmation to be issued must be notified and accompanied by a payment of £10 to cover administration costs.

Other alterations such as the addition of requests or a change of boarding point received less than 15 days before departure must be notified and accompanied by a payment of £10 to cover administration costs.

### 4 If you cancel/curtail your holiday

You, or any members of your party may cancel your holiday at any time provided that the cancellation is made by the person signing the booking form and is communicated to us in writing via the office at which you made your booking. As this incurs administration costs we will retain your deposit and, in addition, apply the cancellation charges shown below:

#### NOTIFICATION RECEIVED IN WRITING:

Before balance due date\*      **DEPOSIT ONLY**  
On, or after balance due date:

#### 100% OF TOTAL HOLIDAY COST

#### \* The balance due date will be clearly stated on your invoice.

If the reason for cancellation is covered under the terms of your travel insurance policy, you may be able to reclaim these charges.

If you are prevented from travelling you may transfer your booking to another person (substitute), however, as this incurs administration costs a nominal charge of £10 will be charged.

Both you and your substitute will be equally responsible to pay any balance due and your substitute will be required to purchase the appropriate travel insurance. If you curtail your holiday, 100% cancellation charges apply.

### 5 If you have a complaint

If you have a complaint during your holiday, please inform BOTH the supplier (e.g. Hotel) AND your driver/courier immediately who will do his/her utmost to resolve the problem. If the matter cannot be put right on the spot, you must complete a complaint report form which can be obtained from your driver/courier and follow up the matter in writing within 14 days of the completion of your holiday. Details of your complaint must be sent to The Tour Manager, Boon's Calibre Travel, The Homestead, Ulting Road, Hatfield Peverel, Chelmsford, Essex, CM3 2LY quoting your booking reference, holiday destination and departure date. It is therefore a condition of this contract that you communicate any problem to the supplier of the service in question AND to the driver/courier whilst in the resort and complete a written report form. Failure to establish your complaint, in writing, immediately in accordance with the above procedure will mean that we cannot accept responsibility since we have been deprived of the opportunity to investigate and rectify the problem. Claims made after completion of the tour for which the supplier and driver/courier have not been informed and a complaint form has not been completed will not be entertained since no prior notice of the problem has been given and thus the opportunity to investigate/rectify the problem has not been given. (see page 26, item 5).

**Note:** The "Client Satisfaction & Comment Forms" that we distribute at the end of your tour are feedback forms, NOT complaint report forms.

### 6 Statutory Authorities

Our brochures/leaflets are issued subject to applicable Acts of Parliament and Government Regulations and the company reserves the right to modify itineraries to conform with requests from the competent authorities in the United Kingdom and any other sovereign state through which the tours run.

### 7 Conditions of Carriage

When you travel on an aircraft, train or ship, the conditions of carriage of that carrier apply and are subject to National and International conditions which may limit or exclude liability. Your contract made under the terms of this Fair Trading Agreement is subject to English (Scottish) law and jurisdiction. Should any coach journeys be operated by vehicles other than owned by our preferred Coach operator the specification may be different to that detailed in our brochures/leaflets. The Public Service Vehicles (Conduct of Drivers, Inspectors, Conductors and Passengers) Regulations as amended in 1990 & 2015 apply.

### 8 Other Terms

a) In consideration to other travellers, on a holiday you may not: (i) Bring a pet or other animal (except assistance dogs by prior arrangement), (ii) Play a radio or similar item on a coach, (iii) Smoke while on a coach (iv) Take calls from mobile telephones while on a coach, unless in an emergency (v) Make calls from mobile telephones while on a coach, unless absolutely necessary and it can be done without annoyance to others.

b) You are responsible for ensuring that you are at the correct departure point at the correct time, we

cannot be liable for any loss or expense suffered by clients because of their late arrival at any departure point.

c) All listed excursions are included in the price of all holidays unless stated otherwise, refunds cannot be made to passengers not wishing to take part in included excursions.

d) Admission fees and fares for attractions are not included in the price of the holiday unless otherwise stated in the tour description.

e) Hold luggage must consist of no more than one medium sized suitcase per person (max size: 20" x 28", max weight: 20 kilos), correctly labelled with a Boon's Calibre Travel label. The desire to take additional items, such as collapsible wheelchairs, should be notified to the Boon's Calibre Travel office in writing. Your driver will load your luggage on to the coach but it is your responsibility to ensure that it is actually loaded. We will only accept responsibility for loss or damage to luggage if it is as a direct result of improper handling by one of our staff. Please do not leave luggage or personal belongings on unattended coaches overnight, we cannot accept responsibility for loss or damage to items left in this way.

### 9 Rights of Refusal

Boon's Calibre Travel reserves the unconditional right to refuse a booking, or terminate a clients holiday in the event of unreasonable conduct which in Boon's Calibre Travels opinion is likely to cause damage, distress, danger, or annoyance to other clients, employees, property, or to any third party. If you are prevented from travelling or continuing your holiday by such a termination, Boon's Calibre Travels responsibility for your holiday ceases. Full cancellation charges will apply and Boon's Calibre Travel will be under no obligation for any refund, compensation, or loss, which you may incur.

### 10 Infectious or Contagious Diseases

For the health and safety of our clients and staff, we cannot accommodate travellers who have an infectious or contagious medical condition. If you have had such a condition within 14 days prior to travel please let us know and supply a doctor's confirmation to indicate that your condition is no longer contagious. Should you fall ill during your holiday please advise your coach driver and the hotel reception immediately. Infectious or contagious diseases can be passed on very quickly; in order to protect others we reserve the right to request that you and your party leave, or be confined to your room, if we believe that your condition makes this necessary. You will not be able to return home on the coach if you are still infectious/contagious on the final day of your holiday. Should you knowingly travel while infectious/contagious you may be held responsible for any resulting illness, expense or inconvenience caused to our clients, staff and/or any third party. If you are refused travel or asked to leave, full cancellation/curtailment charges will apply and we will not be held responsible for any expense you may incur. If you are confined to your room, no refunds will be made.

### 11 Holiday Insurance

We strongly recommend that you take out adequate insurance to cover you for cancellation, illness, personal injury, or death during the course of your holiday and take no responsibility for any expense incurred as a result of you having insufficient, or no, insurance protection. Please refer to page 29 for additional information.

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## 12 People with special needs

We accept bookings from people with special needs, however, any disability must be highlighted by forwarding a letter with all details to the Boon's Calibre Travel office, please ensure that the letter is acknowledged. We stress that we cannot guarantee any requests that are made, but we normally find that most hotels respond favourably in such circumstances. If we are not informed in this way we cannot be held responsible for any inconvenience or costs incurred by the client and this may include our refusal to take you on holiday or to complete your holiday arrangements. Please note that 100% cancellation charges would apply in these circumstances. You should be aware that although many hotels cater for wheelchairs there still might be steps or stairs to contend with (this will also apply to places visited on excursions). We would strongly recommend that people with special needs do not travel alone unless they are totally self-sufficient. Our coach drivers will gladly give assistance when required, however, it is not possible for the coach driver, or fellow passengers, to become full-time carers for the duration of the tour. We regret that we are unable to accept bookings from customers whose special needs make them heavily dependant on others, unless they are accompanied by a dedicated travelling companion who will assist them throughout the tour. Should the decision to refuse a booking be disputed by the customer, a Doctors 'Certificate of Fitness to Travel Unaccompanied' will be required (at customer's own expense).

## 13 Accommodation and Special Requirements

Please provide written notification when booking of any special requirements (e.g. special diets). We will note these requirements on your booking confirmation and do our utmost to satisfy them, however, we cannot guarantee that they will be met and hence their provision is not a condition of this contract. Nevertheless, hotels are usually sympathetic to requests relating to medical matters. Requests for double rooms are honoured wherever possible, however, since many modern hotels have a majority of twin rooms this cannot be guaranteed. All rooms have private facilities and this is deemed to have been affected by the provision of either a bath and WC or a shower and WC, requests for one or the other can only be treated as requests. Single rooms will be sold to you at the supplement (if any) specified in the tour description. Additional single rooms over and above our original allocation, which is usually 4-8 rooms, may attract a surcharge levied by the hotel.

## 14 Passports and Visas

For all Continental holidays you will require a full 10-year British Passport. If you have any doubts about your status as a resident British subject, or you do not hold a full British Passport, you must check with the Embassies or Consulates of the countries to be visited to confirm the passport or visa requirements needed in your particular circumstances. We cannot accept responsibility if passengers are not in possession of the correct travel documents.

## 15 Health

Under normal circumstances, most Western European Countries do not require visitors to be vaccinated. However, we will indicate any known vaccination or other health requirements where possible for each country to be visited. If you are unsure of the health requirements of the country you are visiting, you are advised to check with your doctor before travelling.

## OUR PROMISE TO YOU

### 1 We reserve your Holiday

When you or your travel agent has provisionally confirmed that we have space on the holiday of your choice, a confirmation/invoice will be forwarded to you normally within 14 days of receipt of your signed booking form and deposit. The contract is made between us when you receive this confirmation. Provisional bookings will only be held for 14 days.

### 2 Your Holiday Price

Holiday prices include all coach travel, hotel accommodation, and meals, as specified in the holiday description, and VAT where applicable. Morning coffee, afternoon tea, and other refreshments taken at establishments en-route are not included. Some hotels may make a small charge for portage and tea/coffee served after dinner. Gratuities to hotel staff and driver/couriers are discretionary. Unless specifically indicated in the tour itinerary or description, entrance fees and guide fees are not included in the holiday cost. Extras at hotels (such as newspapers, telephone calls, and room service etc), midday meals and other refreshments taken during the tour, all admissions to attractions and places of interest, fares for boat trips (other than those which are a necessary part of the journey), and fares for train rides, are NOT included in the holiday cost unless otherwise stated.

The price of your holiday is subject to surcharges resulting from the following: fuel increases; government action, including additional bonding or licensing requirements, VAT, taxes, or levies by the UK (or overseas) government or government agencies. In all cases we reserve the right to pass on these amounts in full. However, for other increases such as those resulting from currency fluctuations, and increases in scheduled fares, we will absorb an amount equivalent to 2% of the holiday price which excludes insurance premiums and any amendment charges. Only amounts in excess of this 2% will be surcharged, but where a surcharge is payable there will be an administration charge of £5 per person together with an amount to cover agents commission. If this means paying more than 10% on the holiday price, you will be entitled to cancel your holiday with a full refund of all money paid except for any premium paid to us for holiday insurance and amendment charges. Should you decide to cancel because of this, you must exercise your right to do so within 14 days from the issue date printed on the invoice. Surcharges will not be imposed within 30 days of departure date.

### 3 If we change your holiday

The arrangements for holidays in our brochures/leaflets are made many months in advance and changes are sometimes unavoidable. However, most of these changes are very minor, but where they are significant we will notify you as soon as reasonably possible before your departure date.

A "significant change" is one that involves changing your departure date; resort area or reducing the quality of your main hotel. Changing the location of a single overnight hotel does not constitute a significant change nor do minor changes between original and final itineraries. In the event of a "significant change" you may decide to: (a) continue with your holiday as amended; (b) accept an alternative holiday, which we may offer you (with price adjustment as appropriate); or (c) cancel your booking. If you cancel your booking we will refund all monies paid by you. No other claims

for compensation or expenses will be considered.

### 4 If we cancel your holiday

We reserve the right to cancel your holiday, if for example, there is insufficient demand, and if this should occur we would return to you all the monies you have paid to us or offer you a suitable alternative holiday. However, we will not normally cancel your holiday within 3 weeks of departure unless (a) you have not paid for your holiday in full or (b) your holiday is influenced by, war or threat of war, adverse weather conditions riots, civil strife, terrorist activity, industrial disputes, natural or nuclear disasters, fire, epidemic or health risk, technical problems to transport, closure or congestion of ports, or similar events beyond our control. If we have to cancel your holiday, we are liable only for monies you have paid to us.

### 5 What happens to complaints?

All complaints that are received are thoroughly investigated and customers kept informed at each stage of the investigation, however, sometimes these investigations can take time awaiting response from our suppliers. We can normally agree an amicable settlement of the few serious complaints that we receive if the complaint is found to be genuine. For complaints made as a result of component parts of your holiday as advertised in our brochures/leaflets not being supplied to you to a reasonable standard we will pay you a reasonable compensation provided that the complaint is genuine and the correct complaints procedure has been followed. However, our overall liability is limited by the exclusions below and our liability to each claimant is limited to the total cost of the holiday per person. (Please refer to "Your contract with us" item 5 for complaints procedure and "Our Promise to You" items 6, 7, 8 and 9 which refer to liability, hotel amenities, brochure/leaflet accuracy, and running times).

### 6 Liability

We accept no responsibility for and shall not be liable in respect of the non-provision of advertised component parts of your holiday, or any loss, damage or additional expense incurred due to circumstances which we could not predict and which were beyond our control, such as adverse weather, road or traffic conditions, or the matters referred to in paragraph 4 (b) above.

### 7 Hotel amenities

We will not be liable for the unavailability of the following hotel amenities: amenities (e.g. hotel lifts and swimming pools etc) that require servicing, repair and cleaning and may not therefore be available at all times, services that may be affected by weather conditions and their availability is entirely at the discretion of the provider of the service, entertainment provided by hotels which is often subject to demand and its nature and/or frequency may be varied if there is a lack of demand or insufficient numbers staying at the hotel.

### 8 Accuracy of brochures/leaflets

In all cases all descriptions of hotels, resorts, places of interest etc are published in good faith and are believed to be correct at the time of printing.

### 9 Published Running Times

The published running times of services are estimates only and we will not be liable for any loss (howsoever caused) arising from delay or failure to operate services in accordance with published timings.