



### 1- FINANCIAL PROTECTION

Your contract is with Ellen Smith Tours Ltd. Our Trading Charter and Booking Conditions set out clearly and simply the responsibility we have to you and in turn, you have with us, when a contract is made. When you book a holiday with us, which doesn't include a flight, the money you pay for the

booking will be protected by the Bonded Coach Holidays Group of the Confederation of Passenger Transport UK Ltd, this is a Government approved consumer protection scheme. Please see the BCH Consumer Guarantee at [www.bch-uk.org](http://www.bch-uk.org). There is no financial protection if you purchase just transport or accommodation-only from us.

### 2- BOOKING AND PAYMENT

When a booking is made, the 'lead name' on the booking guarantees that he or she is 18 or over and has the authority and accepts on behalf of the party the terms of these booking conditions and pays the deposit indicated in the brochure. After we receive your booking and all appropriate payments, if the arrangements you wish to book are available, we will send you or your booking agent a confirmation invoice within 14 days. All monies paid to your booking agent are held by them on your behalf until we issue our confirmation invoice, thereafter your booking agent holds the money on our behalf. A binding agreement will come into existence between us when we dispatch this invoice to the 'lead name' or your booking agent. Please check the confirmation carefully to ensure all the information is correct. This contract is governed by English Law, and the jurisdiction of the English Courts.

Single occupancy of rooms, when available, may be subject to a supplementary charge and these will be shown in the brochure. You can book by paying a deposit for each person named on the booking but our commitment is always conditional upon the balance being paid as below;

#### Deposit £75.00 per person

The balance of the price of your holiday must be paid at least **8 weeks** before your departure. If you book within our balance due period, you will need to pay the total 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 the cancellation charges set out in the paragraph below. The date of cancellation will normally be the date we receive your written confirmation that you intend to cancel or 15 days after the balance due date, whichever comes first.

Where optional items are purchased as part of the holiday, these are payable on the balance due date except where items, such as theatre tickets, have been specifically purchased for you. In this case the cost may be payable at a separate date notified to you and will not normally be refunded unless we obtain a refund from the supplier we use.

### 3-BROCHURE ACCURACY

Although Ellen Smith Tours make every effort to ensure the accuracy of

the brochure information and pricing, regrettably errors do sometimes occur. You must therefore ensure you check the price and all other details of your holiday with us at the time of booking and when you receive our confirmation invoice

### 4- OUR PRICING POLICY

Ellen Smith Tours endeavour to ensure that the most up to date and correct prices are shown in our brochure. Occasionally, an incorrect price may be shown, due to an error. When we become aware of any such error, we will endeavour to notify you at the time of booking (if we are then aware of the mistake) or as soon as reasonably possible. We reserve the right to cancel the booking if you do not wish to accept the price which is applicable to the holiday. Local Authorities in many towns and cities throughout Europe have introduced new tourist taxes which must be paid directly to the hotel by all guests in person. These taxes are not included in our prices but we will notify you when applicable.

Holiday prices include all travel, hotel accommodation and meals as specified in the holiday description and VAT payable in the UK where applicable. The price of the holiday will not be subjected to any surcharges except those arising from exchange rate changes, transportation including the price of fuel, air & ferry operator fares and tolls, embarkation or disembarkation fees at terminals, duties and taxes (including the rate of VAT). Even in these cases we will absorb the cost equivalent to the cost of first 2% of the holiday price. Amounts more than this plus £1 administration fee and Travel Agents commission will be surcharged to you. If this means the total cost of the holiday increases by more than 10% then you are entitled to cancel your holiday and receive a full refund of all monies paid except any insurance premium and amendment charges. If you exercise the right to cancel we must receive written notice within 14 days of the date of the surcharge invoice. The currency exchange rate used in the holiday costings are based on rates as at 5th September 2017.

### 5- CHILDREN'S REDUCTION

On all centred packages a 20% reduction is available for children aged between 2 years and 14 years when the child shares a room with two full fare paying passengers.

### 6- 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, but we cannot guarantee to do so. However, notification must be received in writing at our offices from the person who signed the booking form, at least 8 weeks before departures. This must be accompanied by a payment of £25.00 to cover our administrative costs, plus costs we incur in making the amendment. Alterations may not be able to be made within 5 weeks of departure and any such request for an alteration will be treated as a cancellation of the original booking and will be subject to the cancellation charges set out in paragraph below. Some arrangements cannot be changed without paying a cancellation charge of up to 100% of the ticket cost.

### 7- TRANSFERRING YOUR BOOKING

You can transfer your booking to somebody else but the person must satisfy all the conditions of the holiday and this change must be made before departure. This transfer will cost £10.00 plus reasonable costs to make the transfer. You will remain responsible for ensuring payment. This is in addition to (and does not affect) the separate responsibility of the transferee to us.

### 8- IF YOU NEED TO CANCEL YOUR HOLIDAY

You or any member of your party may cancel your holiday at any time provided the cancellation is made by the person signing the booking form and is communicated to us in writing via the office who made your original booking. You must pay cancellation charges to cover our administration costs and to compensate for the risk of us not reselling the holiday. Your cancellation will take effect from the date on which we or our agent receive your written confirmation of your cancellation. You must also return any tickets or vouchers you have received. A reduction in room occupancy may increase the charges for the remaining passengers by the application of supplements for low occupancy of rooms. Where bought in supplies, such as ferries, hotel accommodation etc have been bought in on your behalf, and where the terms and conditions of the supplier are non-refundable, these products will be charged to you at the full retail rate. If this applies, the non-refundable items will be deducted from your holiday costs and the following scale of charges will be applied to the remainder:

#### SCALE OF CANCELLATION CHARGES

Period before departure within which written cancellation of package price is received.	Amount of cancellation charge as a % of the total package cost
More than 56 days	<b>Deposit only</b>
55 - 49 days	<b>30% or Deposit, if greater</b>
48 - 22 days	<b>50%</b>
21 - 8 days	<b>70%</b>
7 - 1 days	<b>90%</b>
Departure Day or later including voluntary termination during the package	<b>Total Package Cost</b>

### 9- ALTERATIONS TO YOUR HOLIDAY BY US

We hope that we will not have to make any change to your holiday but, because our holidays are planned many months in advance, we sometimes do need to make minor changes. We reserve the right to do this at any time. We will let you or your booking agent know about any important changes as soon as possible. If after booking, and before departure, we make a major change to your holiday, you will have the option of withdrawing from the holiday without penalty or transferring to another holiday without any charge. In either case, we will pay you compensation, according to the scale set below.

A major change includes the time of your departure or return time by more than 12 hours, a change in departure point, location of resort or type of hotel, a change in cross channel travel. If we tell you about any of these changes after we have confirmed your holiday booking (other than force majeure), you may either:

- accept the new arrangements offered by us; or
  - accept a replacement holiday from us of equivalent or similar standard and price (at the date of the change), if we can offer you one; or
  - cancel your holiday with us and receive a full refund of all monies
- Either way, we will pay you compensation, using the Compensation table shown,

#### SCALE OF COMPENSATION

Period before departure in which significant change is notified to you or your agent

Period	amount per person
More than 28 days	NIL
21 - 27 days	£10
15 - 20 days	£15
8 - 14 days	£20
0 - 7 days	£25

**IMPORTANT NOTE** Compensation will not be payable if the holiday is cancelled because the number of persons booked is less than the number required, or for events beyond our control, which include: war, threat of war, riots, civil disturbances, terrorist activity and its consequences, industrial disputes, natural and nuclear disasters, fire, epidemics, health risks and pandemics, unavoidable and unforeseeable technical problems with transport for reasons beyond our control or that of our suppliers; hurricanes and other actual or potential severe weather conditions, and any other similar events. You are also advised to check with The Foreign and Commonwealth Office Advice Unit regularly at [www.fco.gov.uk/travel](http://www.fco.gov.uk/travel) prior to travel. All holidays operate if the minimum number of participants is met. However, in no case will we cancel your holiday less than 4 weeks before the scheduled departure date, except where you have failed to pay the final balance or because of force majeure (force majeure means an event which we or the suppliers of the services in question could not foresee or avoid and is therefore beyond our control)

### 10- OUR RESPONSIBILITY TO YOU

We will endeavour to ensure the holiday which you book with us is supplied as described in our publicity material and the services offered reach a reasonable standard. We accept responsibility for the acts and/or omissions of our employees, agents and suppliers except where they lead to death, injury or illness. Our liability in all cases shall be limited to a maximum of twice the value of the original holiday cost (not including insurance premiums and amendment charges). We accept responsibility for death, injury, or illness caused by the negligent acts and/or omissions of our employees or agents together with our suppliers

and sub-contractors, servants and/or agents of the same whilst acting within the scope of, or during their employment in the provision of your holiday. We will accordingly pay to our clients such damages as might have been awarded in such circumstances under English Law. In respect of carriage by air, sea, tunnel and rail and the provision of accommodation our liability in all cases will be limited in the manner provided by the relevant international convention.

If we make any payment to you or any member of your party for death or personal injury or illness, you will be asked to assign to us or our insurers the rights you may have to act against the person or organisation responsible for causing the death, personal injury or illness. This clause does not apply to any separate contracts that you may enter for excursions or activities during or outside of your holiday. If you or any member of your party suffer death, illness or injury whilst overseas arising out of an activity which does NOT form part of your holiday, we may offer guidance and where legal action is contemplated and you want our assistance, you must obtain our written consent prior to any proceedings (We limit the cost of our assistance to you or your party to £5000 per party)

#### **11- IF YOU HAVE A COMPLAINT**

If you have a problem during your holiday, please inform your Tour Manager, your Driver or the relevant Supplier/Resort Representative immediately who will endeavour to put things right. If your complaint cannot be completely resolved locally, you must complete a Holiday Report Form which can be obtained by your Driver or Local Representative, which you should keep. If you remain dissatisfied please follow this up within 14 days of your return home by writing to The Managing Director, Ellen Smith Tours Ltd, 4 Smith Street, Rochdale, OL16 1TU giving your original booking reference number and all other relevant information, including the reference of the Holiday Report Form. It is therefore a condition of this contract that you communicate any problem to the supplier of the services in question AND to our Representative whilst in resort and obtain a written report form. If you fail to follow this simple procedure, we cannot accept responsibility, as we have been deprived of the opportunity to investigate and rectify the problem. Should your complaint not be resolved and you wish to pursue the complaint further the Bonded Coach Holiday Group have an Alternative Dispute Resolution scheme and full details are available from BCH/CPT. Please contact them at, the Confederation of Passenger Transport, Fifth Floor South, Chancery House, 53-64 Chancery Lane, London. WC2A 1QS

#### **12- OUR COACHES-SEATING ARRANGEMENTS**

We will always use our reasonable endeavours to provide a coach to the specification in our brochure or advert, but reserve the right to substitute an alternative vehicle should there be unforeseen circumstances. There is a seating plan but in some cases, operational reasons may require a coach with a different configuration. We reserve the right to alter a coach seating plan and allocate seats other than those

booked. Single passengers may be required to share a double seat with other single passengers. When your booking is confirmed, you will be given a choice of seats that are available at that time. Specific seats will not be allocated on coaches operating a feeder service between joining points and main holiday departure points or on coaches that carry out transfers between airports, seaports etc.

If you feel that you require two seats, then these must be purchased in advance at the time of booking. If you fail to do this and it transpires that the seat allocated is insufficient for your needs and there is no alternative seating available, then you will be refused access to the coach and any payments made will be liable to forfeiture.

#### **13- HOTEL FACILITIES**

Some hotel facilities and entertainment may be withdrawn for routine maintenance or be subject to seasonal availability and provision of the facilities cannot be guaranteed. Single occupancy of rooms may be subject to a supplementary charge.

#### **14- HEALTH AND SAFETY**

In some foreign countries, standards of infrastructure, safety and hygiene may be lower than those to which we are accustomed in the UK. You should therefore exercise greater care for your own protection. There may be countries that we visit that have special medical requirements for tourists. These regulations are subject to change and our clients are responsible for complying with entry and current health requirements. If you are not sure of the health requirements for the country you are visiting, you are advised to check with your own GP before travelling. You are also advised to refer to the Department of Health leaflet "Health Advice for Travellers". Some people may be at risk from discomfort or deep vein thrombosis (DVT) if they remain immobile on a journey for a long period. If you are planning to undertake a journey of more than three hours, you should consult your doctor, if you have ever had DVT, pulmonary embolism, a family history of clotting conditions, cancer or treatment for cancer, stroke, and heart or lung disease or if you have had major surgery in the past three months.

We reserve the right to refuse any booking in the absence of a doctor's certificate confirming that you are fit to travel. Where we provide comfort stops you are encouraged to walk around. Exercise reduces any discomfort, which may be caused by periods of immobility. SMOKING is not allowed on our coaches (including E-Cigarettes) and we do not allow pets or any other animals, although we accommodate registered assistance dogs, but not on overseas holidays.

#### **15- TRAVEL DOCUMENTS, ITINERARIES, PICK-UP POINTS AND PASSPORTS**

For all Continental holidays, you will require a full 10-year British Passport (machine readable) valid for the period required for the country or countries you are visiting. If you do not hold a full British Passport or you have any doubts about your status as a resident British subject, you must check with the Embassy or Consulates of the Countries to be visited to confirm the Passport or visa requirements when you book. We

cannot accept responsibility if passengers are not in possession of the correct travel documents. For full details on passport requirements, please contact 'the identity and passport service' on 0300 222 0000 ([www.direct.gov.uk](http://www.direct.gov.uk))

You are responsible for ensuring you are at the correct departure point, at the correct time and with the correct documents we reserve the right to modify itineraries to conform with requests from competent authorities both within the UK and abroad. Excursions which are included in the cost of your booking are detailed on the brochure page and refunds will not be made for excursions not taken. Optional excursions booked and paid for in resort do not form part of your booking. Admission fees to buildings may not be included in the price of the holiday, please check.

#### **16- SPECIAL REQUESTS**

All special needs and requests should be entered on the booking form. These cannot be guaranteed except where confirmed as part of our holiday commitment to you and are detailed on your holiday booking confirmation. We are keen to ensure that we plan the arrangements for your holiday so that special needs and requests can be accommodated as far as possible. If you will need assistance, or may be unable to fully enjoy all aspects of your holiday you must tell us in advance so that we can maximise your enjoyment of the holiday. We will need to know if you will need special facilities in the hotel, taking part in the excursions or have difficulty boarding and travelling on the coach or other means of transport. Before booking your holiday, you should be sure that you and your party are both physically and mentally capable of completing the itinerary. If you need advice or further information, you or your booking agent should contact Ellen Smith Tours. If you will require a special diet please tell us at the time of booking, or as soon as you are medically advised, together with a copy of the diet.

#### **17- PASSENGERS WITH DISABILITIES**

We want everyone to enjoy our travel arrangements. We are happy to advise and assist you in choosing a suitable holiday. But, as some of the accommodation and resorts featured may not cater for even minor disabilities, it is important that, when booking, you advise us of any disability, specific need or complex need you may have and any special requirements that will make sure the holiday is suitable. If a passenger requires personal assistance (for example, assistance with feeding, dressing, toileting, mobilising) then this passenger must travel with an able-bodied companion or carer and written confirmation that such assistance will be provided for the entirety of the holiday is required at the time of booking. Coach Drivers/Tour Managers are unable to provide such assistance.

#### **IMPORTANT**

You must tell us if you have an existing medical condition, disability or complex need that may affect your holiday or other group members' enjoyment of it, before you book your holiday. We reserve the right to request a doctor's certificate confirming the passenger is fit to travel. If, in our reasonable opinion, your chosen holiday is not suitable

for your medical condition or disability, we reserve the right to refuse your booking. You are responsible for bringing with you the proper clothing and equipment, which we advise you about in our printed trip information. We want you to enjoy your holiday and will help you select an appropriate trip. Please contact us with regard to our policy on wheelchairs and mobility scooters.

#### **18- PASSENGER BEHAVIOUR**

We want all our customers to have a happy and carefree holiday. You are responsible for your behaviour and hygiene and the effect it may have on others. If you or any other member of your party is abusive, disruptive or behaves in a way that could cause damage or injury to others or affect their enjoyment of their holiday or which could damage property, we have the right to terminate your contract with us and we will have no further liability or obligation to you. If you are refused boarding on the outward journey we will regard it as a cancellation by you and we will apply cancellation charges. If the refusal is on your return journey, we have the right to terminate the contract with you.

We also request that mobile telephones are not used on the coach save for exceptional circumstances.

#### **19- TRAVEL INSURANCE**

We strongly advise that you take out personal travel insurance for the trip. We have arranged comprehensive travel insurance with Holiday Extra's, which is outlined in our Brochure. You must advise us of details of the insurer and the emergency assistance company providing cover and the policy number and 24 hour contact number. The insurance should cover medical and repatriation costs, personal injury, loss of baggage and cancellation charges. If you do not have adequate insurance and require our assistance during your holiday, we reserve the right to reclaim from you any medical repatriation or other expenses which we may incur on your behalf which would otherwise have been met by insurers. You must advise us if you use an alternative insurer, the policy number and 24 hour contact number.

#### **20- LUGGAGE**

Please restrict your luggage to a suitcase weighing no more than 18 kgs per person. We cannot accept responsibility for loss or damage to luggage unless through our negligence. Please do not leave valuable items in your suitcase when left on the coach.

#### **21- DATA PROTECTION ACT**

We retain your full contact details and other information in secure files and electronic storage facilities. We may use this information to contact you by mail, telephone or electronic means. We must pass your information on to the relevant suppliers of your travel arrangements and we take full responsibility for ensuring that proper measures are in place to protect your information. In making this booking, you consent to this information being passed on to the relevant persons or suppliers. Your data controller is The Managing Director, Ellen Smith Tours.

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