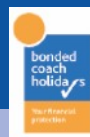


# Booking Conditions



## Skinner's of Oxted, 15 Barrow Green Road, Oxted, Surrey RH8 0NJ (partners SMN & DM Skinner) OUR TRADING CHARTER WITH YOU

### Why should I read this page?

Because it is very important. Our Trading Charter forms a key part of our agreement with you and forms the basis of a legally binding contract between you as the lead name making the booking, anyone else in your party and us.

When you make this booking as the lead name you undertake that you have the authority to accept, and do accept, on behalf of your party the terms of these booking conditions. This contract is made subject to the terms of these booking conditions, which are governed by English Law, and the non-exclusive jurisdiction of the English Courts.

If your holiday involves any travel by air your contract will be with Greatdays Holidays Ltd, ATOL 4279, for whom Skinner's of Oxted is an authorised retail agent.

These contract terms and financial guarantees will not apply to any holiday involving any type of flight. Instead, you will be supplied with the full booking conditions of the ATOL holder arranging your holiday. Your booking agent will have a copy or alternatively you can request one prior to booking your holiday from Skinner's of Oxted, 15 Barrow Green Road, Oxted, RH8 0NJ, 01883 713633. If you did not see this trading charter before you made your booking and you are not happy to proceed with the booking now that you have seen it please return all documentation to us or the travel agent through whom you booked within 7 days of receiving this charter. Your booking will be cancelled and your monies will be returned in full, provided you have not commenced your travel.

### How and when do I make this contract with you?

We welcome you making contact with us in a number of ways: you can write to us, phone us or email us. Whichever way you contact us the contract is made when your booking is entered on to our reservation system and we issue a confirmation of booking. We will send you, or your agent the confirmation of your booking within seven working days. Please check this confirmation very carefully to ensure all the information is correct and tell us, or your agent, immediately of any errors.

### How is my holiday money protected?

We subscribe to the Code of Conduct of the Bonded Coach Holidays Group ("BCHG") of the Confederation of Passenger Transport UK.

BCHG requires a bond to be taken out to provide protection for your holiday money in the unlikely event that a Member cannot, for financial reasons, carry out their obligations to their passengers.

### BCHG Consumer Guarantee

The Bonded Coach Holiday Group guarantees to bona fide customers that in the event of failure of a bona fide Member, it will:

- (1) wherever possible, arrange for a holiday or tour to be completed;
- (2) where failure occurs after a holiday has begun, arrange for customers to be returned by an appropriate means of transport to their UK area of departure;
- (3) if the holiday or tour cannot be completed as planned, the reimbursement of payments made by the customer to the BCHG Member.

### When do I need to pay for my holiday and how much?

At the time of booking you will need to pay a deposit for each person named on the booking. The balance must be paid before the dates listed below.

If you book within our balance due period you will need to pay the total holiday cost at the time of your booking.

If you do not pay the outstanding balance for your holiday on or before the date when it is due we may cancel your booking and you will be required to pay the cancellation charges detailed below. The date of cancellation will normally be the date you confirm in writing that you intend to cancel or 15 days after the balance due date, whichever comes first.

Deposit £40.00 per person (except for Scilly Isles, for which a deposit of £150.00 is required).

Your balance is due 6 weeks prior to departure.

Where optional items are purchased as part of the tour package 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 will be payable at a separate date notified to you and will not normally be refundable unless we obtain a refund from the supplier we use.

### If I use an agent who does my money belong to?

Your agent will hold your deposit on your behalf until we issue a confirmation of your booking. The agent then holds this money on our behalf. The agent holds the balance you pay on our behalf until the date the balance is due. The agent will then forward it to us.

### Can you change the price of my holiday after you have issued the booking confirmation?

Yes we can, but only in very limited circumstances. The price of your holiday can be varied due to changes in:-

- *Transportation costs such as fuel and/or fuel tax, ferry operator fares and tolls, embarkation or disembarkation fees at terminals;*
- *Exchange rates applied to the particular holiday booked; or*
- *Dues and taxes including changes in VAT or any other Government imposed changes.*

In the case of any small variation, an amount equivalent to 2% of the price of your holiday, which excludes insurance premiums and any amendment charges, will be absorbed or retained. For larger variations, this 2% will still be absorbed for increases, but not retained from refunds. In either case, there will be an amount to cover agents' commission. If this means that you have to pay an increase of more than 10% of the price of your holiday, you may cancel it and receive a full refund of all monies paid, except for any amendment charges. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice. Alternatively, you can accept an offer of an alternative comparable

holiday of equivalent or superior quality, if available, or an alternative holiday of lower quality, if available. You may then transfer payment made in respect of the original holiday to the alternative holiday. If the cost of the alternative holiday is less than the original holiday, the difference in price will be refunded. We will also pay compensation as set out below. Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your holiday due to contractual and other protection in place.

In addition to sterling we use the following currencies in calculating our holiday prices. Below are the equivalent exchange rates to £1 sterling from the XE.com dated 7/11/11. Country Exchange rate Euro: 1.16709/£.

### **Can I change my holiday arrangements?**

After we have issued our booking confirmation we will do our best to accommodate any changes you may want to make but we cannot guarantee to do so. Any changes must be notified to us in writing and signed by the person who made the booking. If we are able to make the changes any additional charge for the facilities requested must be paid. Any significant alteration after the balance due date may be treated as a cancellation of the original booking and may be subject to the cancellation charges detailed below. A significant alteration would include a change of departure date, holiday or hotel, or number of people travelling.

### **Can I transfer my booking to someone else?**

You can transfer your booking to someone else provided you give us reasonable notice. This person must be able to satisfy all the conditions for the holiday and a change cannot normally be made later than seven days prior to departure. We will make an administration charge of £25 per booking for every transfer we make plus any reasonable additional costs caused by the transfer. You will remain responsible for ensuring that the holiday is paid for by the balance due date.

### **How can I cancel my holiday?**

You, or any member of your party, may cancel at any time provided that the cancellation is made by the person who made the booking and is communicated to us in writing. You will have to pay cancellation charges set out in the scale below to cover our estimated loss resulting from the cancellation. If you are insured against cancellation you may be able to recover the charges from your insurers. Your cancellation will take effect from the date we receive your written confirmation of your cancellation. You must also return any tickets or vouchers that 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.

### **Scale of Cancellation Charges**

Period before departure within which written cancellation of holiday price is received. Amount of cancellation charge as a %: More than 42 days - deposit only; 28 – 42 days - 30%; 14 – 27 days - 45%; 7 – 13 days - 60%; 0 – 6 - days - 100%.

### **What happens if you change my holiday?**

The arrangements for your holiday will usually have been made many months in advance. Sometimes changes are unavoidable and we reserve the right to make them. Most of these changes are likely to be minor and we will do our best to keep you informed.

If, after booking and before departure, we make a significant change to your holiday you will have the option of withdrawing from the holiday without penalty or alternatively you may transfer to another holiday without paying an administration fee. In either case we will pay you compensation according to the scale set out below.

A significant change includes a change in departure time or return time of more than 12 hours, a change of departure point, location of resort or quality of hotel, (excluding single overnight hotels on touring holidays

where the quality of the hotel is comparable), a change of mode when crossing the Channel, or the specification of the coach.

If you withdraw from the holiday because we have made a significant change or if we have to cancel your holiday for any reason other than non-payment by you we will offer you the choice of: A comparable replacement holiday if available; or a replacement holiday of lower quality together with a refund of the price difference; or a full refund of the money you have paid.

When we have notified you of the changes and options available, you must tell us your decision as soon as possible and within any timescale we may need to set bearing in mind the need to safeguard the holiday arrangements of other customers.

### **Scale of Compensation**

We will pay you compensation for significant changes on the following scale (amounts per person): Period before departure in which significant change is notified to you or your agent: more than 42 days – Nil; 28 to 42 days - £10; 14 to 27 days - £15; 7 to 13 days - £20; 0 to 6 days - £25.

Payment of compensation according to the scale set out above will not affect your statutory right to claim further compensation if, in all the circumstances, you remain dissatisfied.

If, prior to departure, we make a significant change to your holiday arrangements or cancel your holiday we will pay you compensation on the above scale unless:-

- *the holiday is cancelled because the number of persons who agreed to take it is less than the minimum number required, and you were informed of the cancellation in writing within the period indicated in the description of the holiday; or*
- *the holiday is changed or cancelled by reason of unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised. These circumstances include war or threat of war, riot, civil strife, terrorist activity, industrial disputes, fire, quarantine, epidemic or health risks, natural or nuclear disasters, port and terminal closures and adverse weather conditions.*

Payment of compensation according to the scale set out above will not affect your statutory right to claim further compensation if, in all the circumstances, you remain dissatisfied.

If, after departure, we need to make a change to a significant proportion of your holiday we will do our best to make suitable alternative arrangements at no extra cost to you. If it proves impossible to make suitable alternative arrangements, or if you have reasonable grounds for refusing the alternative offered, we will arrange transport back to your point of departure, or to an alternative location that we agree to. Unless the change is as a result of unusual and unforeseeable circumstances beyond our control (as described above), you will also be entitled to compensation.

### **What is the extent of your liability?**

We accept responsibility if you or any member of your party is killed or injured as a result of an activity forming part of your holiday arrangements which you booked with us before your departure; or if any part of your holiday arrangements, booked with us in the UK, is not as described in the brochure or not of a reasonable standard; if the failure in your holiday arrangements or any death or personal injury is due to any fault on our part or that of our agents or suppliers whilst acting in the course of their employment. We do not accept responsibility if the failure, death or personal injury is not caused by any fault of ours or of our agents or suppliers or is caused by you or someone not connected with your holiday arrangements; or if the failure, death or personal injury is due to unusual or unforeseen circumstances which, even with all due care, we, or our agents or suppliers, could not have anticipated or avoided.

For claims which do not involve personal injury, illness or death, the most we will have to pay if we are liable to you is twice the price the person affected paid for their holiday (not including insurance premiums and amendment charges). We will only have to pay this maximum amount if everything has gone wrong and you have received no benefit from your holiday.

If you or any member of your party is killed, injured or becomes ill as a result of transport by ship, train or coach, any liability which we may have to pay compensation is limited in line with the Athens Convention (applies to transport by ship), the Berne Convention (applies to transport by rail) and the Geneva Convention (applies to transport by road). You can get copies of the relevant conventions from the Internet. You should also note that these conventions may limit or remove the carrier's liability to you and the amount which the carrier has to pay you.

If we make any payment to you or any member of your party for death, personal injury or illness, you will be asked to assign to us or our insurers the rights you may have to take action against the person or organisation responsible for causing the death, personal injury or illness.

Our suppliers (such as accommodation or transport providers) have their own booking conditions or conditions of carriage, and these conditions are binding between you and the supplier. Some of these conditions may limit or remove the relevant transport provider's or other supplier's liability to you. You can get copies of such conditions from our offices, or the offices of the relevant supplier.

### **What do I need to do if I have to complain?**

If you have a complaint during your holiday you should tell the driver/representative or supplier at the earliest opportunity so that they can do their utmost to resolve the problem immediately. If they are unable to resolve the problem to your satisfaction you should complete a Holiday Report Form which is available from the driver/representative. You will be given a copy of this report which you should keep. If, on your return from holiday, you remain dissatisfied you should write within 28 days to the manager, Skinners of Oxted, 15 Barrow Green Road, Oxted, RH8 0NJ. In your letter you will need to quote your booking reference number, holiday number, departure date and the number of the Holiday Report Form which you completed at the time.

If you do not tell us at the earliest opportunity about a problem giving rise to your complaint we cannot take steps to investigate and rectify it. In deciding how to respond to your complaint we will take into account the date you first drew the problem to the attention of our driver/representative or supplier.

### **If I do not agree with your decision can I request arbitration?**

Yes you can. If we cannot resolve your complaint amicably you may request that the dispute is referred to an independent arbitration scheme established by the Confederation of Passenger Transport UK (CPT). Full details of this scheme will be provided on request or you can obtain a copy from CPT. This arbitration scheme provides a simple and inexpensive method of arbitration on documents alone with restricted liability on the customer in respect of costs. This scheme does not apply to claims for an amount greater than £1500 per person. There is also a limit of £7500 per booking. Normally there is a time limit of 9 months from the date of return from your holiday within which to request arbitration but in exceptional circumstances the scheme can be used beyond this date. This scheme does not apply to claims that arise mainly in respect of physical injury or illness or the consequences of any illness or injury.

### **Coach seating**

There is a seating plan of the coach for each holiday, but it is possible that on occasions operational reasons will require a coach with a different configuration to be used. We therefore reserve the right to alter a coach-seating plan and allocate seats other than those you have booked.

Requests for particular seats can be made on most holidays when booking, but because allocations are made on a first come, first served basis you are

recommended to book early. When your booking is confirmed you will be offered the best seats that are available at that time. If you know someone who may want to book later but sit near you please discuss this with the booking clerk at the time you make your booking.

Specific seats will not be allocated on coaches which operate on feeder services between joining points and main holiday departure points, on coaches which carry out transfers to and from seaports or for journeys not using our coach.

### **Health & Safety on holiday**

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. Further information can be obtained from your GP or from your travel agent who can provide you with the leaflet "Health Advice for Travellers" published by the Department of Health. Some people may be at risk from discomfort or deep vein thrombosis (DVT) if they remain immobile on a journey for a long period of time. If you are planning to undertake a bus or coach journey of more than 3 hours you should consult your doctor if you have ever had DVT or pulmonary embolism, a family history of clotting conditions, cancer or treatment for cancer, a stroke, heart or lung disease or if you have had major surgery in the past 3 months. We reserve the right to refuse any booking in the absence of a doctor's certificate confirming that you are fit to travel. During the journey we will provide comfort stops as frequently as possible. During these stops you are encouraged to get off the coach and walk around. Exercise reduces any discomfort which may be caused by periods of immobility. During any journey you should drink alcohol only in moderation as it leads to dehydration.

### **Passenger behaviour**

We want all our customers to have a happy and carefree holiday. But you must remember that you are responsible for your behaviour and the effect it may have on others. If you or any member of your party is abusive or disruptive or behaves in a way which, in our reasonable opinion, could cause damage or injury to others or affect their enjoyment of their holiday, or which could damage property, we have the right, after reasonable consideration, to terminate your contract with us. If this happens we will have no further obligations or liability to you. The coach driver/representative, ship's captain, or authorised official of other means of transport is entitled to refuse you boarding if in their reasonable opinion you are unacceptably under the influence of drink or drugs or you are being violent or disruptive. If you are refused boarding on the outward journey we will regard it as a cancellation by you and we will apply cancellation charges according to the scale above. If the refusal is on the return journey we have the right to terminate the contract and will have no further obligations or liability to you.

### **No smoking policy**

We operate a strict no smoking policy on all our coaches, but make frequent comfort stops. The no smoking policy of other carriers and suppliers will vary and will be supplied on request.

### **Pets**

We do not allow pets to be taken on our holidays. Registered Assistance Dogs will normally be accommodated on UK holidays but not on overseas holidays.

### **Pick up point, itineraries, travel documents and passport**

You are responsible for ensuring that you are at the correct departure point, at the correct time, with the correct documents and we cannot be held liable for any loss or expense suffered by you or your party because of an incorrect passport or late arrival at the departure point.

If you are a British citizen travelling outside the United Kingdom you must have a full UK passport valid for a minimum of three months after your scheduled date of return. Non-UK citizens must seek passport and

visa advice from the consulates of the countries you plan to visit prior to making a booking for one of our holidays. The name on the passport must match the name on the ticket. If someone in your party changes their name after the booking is made you must tell us immediately so that we can issue the ticket in the new name.

When you have paid the balance we will send you or your booking agent all the necessary labels so that you receive them in good time for your holiday. Certain travel documents may have to be retained by us and your driver/courier will then issue them to you at the relevant time. If you lose a travel document after it has been issued to you we will require you to meet the direct cost charged by the carrier/supplier for the issue of a duplicate or replacement.

Skippers of Oxted reserve 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 tour will operate.

Included excursions are detailed on the relevant brochure page and refunds will not be made for any excursion not taken. Optional excursions may be booked and paid for in resort but these will not form part of the package booked with us.

Admission fees to buildings, grounds etc. are not included in the price of the holiday unless otherwise stated on the relevant brochure page.

### **What happens if I am delayed?**

Your travel insurance may cover you for some delays. In addition where you are delayed for more than six hours in any one day we will seek to minimise any discomfort and where possible, arrange for refreshments and meals.

### **Do I need to take out travel insurance?**

We strongly recommend all our customers to take out travel insurance. It is not compulsory in law to have travel insurance for our tours within the United Kingdom but it is compulsory for our tours operating outside the United Kingdom. You do not need to take out our insurance but you must have insurance, which is at least as good or better than the insurance we offer.

### **What assistance will you give me if things go wrong when it is not your fault?**

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 package travel arrangements or an excursion arranged through us in the UK, we shall at our discretion, offer advice, guidance and assistance. Where legal action is contemplated and you want our assistance, you must obtain our written consent prior to commencement of proceedings. Our consent will be given subject to you undertaking to assign any costs, benefits received under any relevant insurance policy to ourselves. We limit the cost of our assistance to you and any member of your party to £5000 per party.

### **Special needs**

Unfortunately, many hotels overseas do not provide adequate facilities for guests with mobility problems or who suffer from other disabilities. But whether you are planning a holiday overseas or in the UK, please notify us before you book if you or any member of your party has special needs or suffers from any disability.

We are keen to plan arrangements for your holiday so that special needs and requests can be accommodated as far as possible. If you will need assistance or special facilities in the hotel, or may have difficulties in taking part in excursions or boarding and travelling on the coach or other means of transport you must let us know in advance. Not all the holidays in this brochure may be suitable for you. We want you to enjoy your holiday and will try to help you select an appropriate trip. If you need advice or further information either you or your booking agent should contact our office.

### **Special requests**

If you require a special diet please tell us before booking, or as soon as you are medically advised, and send us a copy of the diet. We will notify the hotel or hotels on your holiday but please note that some hotels may not have facilities to cope with special diets and we cannot be held liable for their failure to do so unless the hotel has confirmed in writing that a special diet will be catered for. Where we think that a hotel is likely to be unable to cope with a special diet, we will tell you prior to your booking confirmation being issued so that you can exercise your right to cancel your holiday booking without charge. Any extra costs incurred must be paid to the hotel by you prior to departure from the hotel.

You should also detail any other requests, for example, low floor rooms, particular rooms or locations on the special requests section of the booking form. We will pass your request to the relevant supplier but this does not necessarily mean that your request will be fulfilled. If a request can be fulfilled you may incur an extra charge payable either to us or direct to the hotel. Please note that requests cannot be guaranteed unless we confirm on your booking confirmation that this is a guaranteed requirement.

### **Single Occupancy**

Single occupancy of rooms when available may be subject to a supplementary charge and this will be shown on the brochure page.

### **Entertainment**

Some of our hotels arrange additional entertainment. Where this is part of the holiday details are given on the respective brochure page. Where it is not specified it may still be available but is at the discretion of the hotel and is not guaranteed. It may be withdrawn if there is a lack of demand or for operational reasons.

### **Data Protection Act**

In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements we, and your travel agent, need to use the information you provide such as name, address, any special needs/dietary requirements etc.

We take full responsibility for ensuring that proper measures are in place to protect your information. We must pass the information on to the relevant suppliers of your travel arrangements such as hotels, transport companies etc. The information may also be supplied to security or credit checking companies, public authorities such as customs/immigration if required by them, or as required by law.

Additionally, where your holiday is outside the European Economic Area (EEA), controls on data protection in your destination may not be as strong as the legal requirements in this country. We will not, however, pass information on to any person not responsible for part of your travel arrangements. This applies to any sensitive information that you give to us such as details of any disabilities or dietary/religious requirements. If we cannot pass this information to the relevant suppliers, whether in the EEA or not, we cannot provide your booking. In making this booking, you consent to this information being passed on to the relevant persons. Please note that where information is held by your travel agent, this is subject to your agent's own data protection policy.

Your data controller is D Skinner. You are entitled to a copy of your information held by us. If you would like to see this, please contact us.

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. If you do not wish to receive further information about our products and services, please write to the data controller.

### **Publication date and details**

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