

# Fair Trading Agreement

**Elcock Holidays** subscribes to The Failsafe Insurance Scheme and has been approved for membership of the same. This is an Insurance which protects our clients in the unlikely event that a member cannot carry out his obligations to his passengers for financial reasons. Our Fair Trading Agreement sets out clearly and simply the responsibilities which we at Elcock Holidays have to you and which in turn you have to us when a contract is made between us. The contract is made when you sign the Booking Form for your Holiday. You will sign on behalf of yourself and the others named in your party, that you have read, understood and have accepted this Fair Trading Agreement and the Holiday information provided in this brochure. Your obligation is to pay the price of the Holiday and recognize your liability if you wish to alter the Holiday or have to make a cancellation. On our part we have obligations to provide you with the Holiday you have booked. Our specification of that Holiday and our terms are clearly stated in this brochure. This Fair Trading Agreement applies to all Holidays sold from this brochure.

## YOUR CONTRACT WITH ELCOCK HOLIDAYS

### 1. You pay a deposit

When you make your booking you must complete a Booking Form, accepting on behalf of all your party members the terms of this Fair Trading Agreement and pay a deposit of £40.00 per person on all United Kingdom and Continental Holidays, £50.00 on European Air Tours. All monies paid to your Travel Agent are held by them on your behalf until you receive our confirmation. Thereafter, the agent holds the monies on our behalf.

### 2. You pay the balance

The balance of the fare must be paid via the office at which you made your booking at least six weeks before the Holiday departure date. 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'. If you book within six weeks of departure date you must pay the full amount at the time of booking.

### 3. If you change your booking

If after our confirmation has been issued, you wish to change to another of our 2009 holidays or change departure date, we will do our utmost to make the changes provided that notification is received at our offices from the person who signed the Booking Form or their Travel Agent, at least six weeks before departure date. This must be accompanied by a payment of £5.00 to cover administration costs. Any alteration by you within six weeks of departure date will be subject to the cancellation charges set out below. Other alterations such as the addition of requests or change of pick-up point that require a reconfirmation to be issued must be notified and accompanied by a payment of £5.00 to cover administration costs.

### 4. If you cancel your holiday

You, or any member 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 administrative costs we will retain your deposit and in addition, apply cancellation charges up to the maximum shown below.

| Period before departure within which written cancellation is received | Amount of cancellation charges shown as a percentage of holiday price |
|---|---|
| More than 42 days   | Deposit only  |
| 28-42 Days  | 30%   |
| 14-27 Days  | 45%   |
| 7-13 Days   | 60%   |
| 1-6 Days  | 100%  |
| Departure date or after   | 100%  |

**NOTE. If the reason for cancellation is covered under the terms of an Insurance Policy, you may be able to reclaim these charges.**

### 5. If you have a complaint

If you have a complaint during your holiday, please inform our Driver/Courier immediately, who will do his/her utmost to resolve the matter there and then. If the matter cannot be put right on the spot, you must notify us in writing within 28 days of the completion of your holiday and this must be sent to Elcock Holidays, Springhill, Wellington, Telford, Shropshire TF1 3NA and you must quote your booking reference number, tour number and departure date. Failure to establish your complaint immediately in accordance with the above procedure may affect the outcome of it.

### 6. Statutory authorities

This brochure is 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 is made under the terms of this Fair Trading Agreement is subject to English (Scottish) law and jurisdiction. Some journeys may be operated by vehicles other than those owned by the Company and the specification may be different to that detailed in this brochure. The Public Service Vehicle (Conduct of Drivers, Conductors and Passengers) Regulations as amended 1990, apply to all coaches throughout any Holiday in the UK.

### 8. Other terms

On a holiday you may not:

- Bring a pet or any other animal (other than Guide Dogs in the UK and Eire only and by arrangement).
- Play a radio, cassette, compact disc player or Mp3 player without headphones on a coach.

Elcock Holidays reserves the unconditional right to refuse a booking or terminate a clients Holiday in the event of unreasonable conduct which in Elcock Holiday's 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, Elcock Holiday's responsibility for your holiday thereupon ceases. Full cancellation charges will apply and Elcock Holidays will be under no obligation for any refund, compensation or loss which you may incur. You are responsible for ensuring that you are at the correct departure point at the correct time and we cannot be liable for any loss or expense suffered by passengers because of their late arrival at any departure point. Excursions are included in the price of most holidays and refunds cannot be made for passengers not wishing to go on these excursions. Admission fees to buildings, grounds, boat trips etc. or those marked optional are not included in the price of the Holiday, unless otherwise stated (P/A) in the brochure.

### 9. Holiday Insurance

Although Insurance is desirable on all holidays we must point out that adequate insurance cover is obligatory on all continental bookings. If continental insurance offered by Elcock Holidays to cover you in the event of illness, personal injury or death during the course of your Holiday, is not taken then your own Insurance reference including 24 hour emergency assistance details must be quoted on the booking form. Consult your agent or our office if advice is required. If in doubt please ring the Medical Helpline shown on your Insurance Policy.

### 10. Passport

For all continental holidays you will require a full 10 year British Passport, application forms may be obtained from any main Post Office. It is also worth noting that it can take up to six weeks for the Passport Office to process a 10 year Passport depending on the season so allow yourself plenty of time. 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. Currently British citizens do not need visas for any holiday advertised in this brochure.

### 11. 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 not sure of the health requirements of the country you are visiting you are advised to check with your own doctor before travelling.

## OUR PROMISE TO YOU

### 1. We reserve your holiday

When you or your Travel Agent has provisionally confirmed that we have available space on the holiday of your choice, a confirmation/invoice will be forwarded to you normally within one week of receipt of your signed booking form and deposit monies/full amount (if within six weeks of departure) and the contract is made between us when you receive this confirmation. In the event that a holiday was sold through any Travel Agent who defaulted, we guarantee your Holiday on production of adequate documentation to establish the sale.

### 2. Your holiday price

#### UK Holidays

The price of your holiday is guaranteed and will not be subject to any surcharges except those resulting from fuel, government action including additional bonding or licensing requirements and VAT. In all cases we reserve the right to pass these amounts on in full. Holiday prices include all coach travel, hotel accommodation and meals as specified in the holiday description and VAT at the current rate where applicable. Morning coffee, afternoon tea and other refreshments are not included. Some hotels may make an additional charge for portage and tea or coffee served after lunch and dinner. Gratuities to the Hotel staff and driver/courier are discretionary.

#### European Holidays

Our prices were fixed at the time of brochure production and we guarantee that the price of your holiday will not be subject to any surcharge except for those resulting in government actions, including VAT and any unfavourable change in currency rates of exchange or fuel charges in respect of transport. Even in this case, we will absorb an amount equivalent to 2% of the holiday price which excludes insurance premium and any amendment charges. Only amounts in excess of this 2% will be surcharged, but where a surcharge is payable there will be an amount to cover agents commission if applicable. 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 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. In addition to Sterling we use the following currencies in calculating our rates and fares for 2009. Below are the equivalent rates to £1 Sterling used in continental calculations as at the time of contracting.

**E.E.C. Euro 1.18    Switzerland Swiss Franc 1.85    Czech Krona 30**

### 3. If we change your holiday

The arrangements for holidays in this brochure are made many months in advance and changes are sometimes unavoidable. Most of these changes may be very minor but where they are significant we will notify you as soon as is reasonably possible before your departure date. A significant change would be regarded as changes in the departure date, departure point or resort area, reducing the quality of your main hotel (not single overnight hotels on touring holidays) or a change of tour itinerary which involves a destination being completely eliminated from the revised itinerary. In the event of a significant change you may decide to:

- Continue with the holiday as amended or (b) accept an alternative holiday which we may offer you or
- cancel your booking.

If you choose (a) or (b) we will pay you compensation on the scale below.

If you choose (c) we will refund all monies paid by you, plus compensation on the scale below, no other claims for compensation or expenses will be considered.

#### Period before departure within which a 'significant change' is notified to you or your travel agent

| Period before departure within which a 'significant change' is notified to you or your travel agent | Compensation per person |
|---|-------------------------|
| More than 42 Days   | Nil                     |
| 29-42 Days  | £10.00                  |
| 15-28 Days  | £15.00                  |
| 8-14 Days   | £20.00                  |
| 0-7 Days  | £25.00                  |

### 4. If we cancel your holiday

It is necessary for there to be a minimum number of passengers to operate a tour. In certain circumstances, therefore we may have to cancel your holiday and if this should occur we will return to you all the money you have paid to us, or offer you a suitable alternative. However we will not normally cancel your holiday:

- immediately prior to the departure date unless you have not paid for your holiday in full, if we then cancel your holiday you will be entitled to either a comparable holiday or a full refund;
- after the balance due date, except as a result of hostilities, political unrest or other circumstances amounting to force majeure.

If we have to cancel your holiday at any time Elcock Holidays are only liable for any monies you may have paid to us at the time of the cancellation.

### 5. What happens to complaints

All complaints that are received are thoroughly investigated and customers are kept informed at each stage of the investigation. Sometimes the investigations can take time when awaiting a response from hoteliers, we can normally agree an amicable settlement of the few serious complaints we receive if the complaint is found to be genuine.

**6. We accept responsibility for ensuring that all component parts of your holiday as described in this brochure are supplied to you at a reasonable standard and this includes optional excursions purchased through employees or agents. If any such part is not provided in the advertised manner, we will pay you reasonable compensation unless the non-provision was 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.**

(1) Please remember that some amenities (e.g. hotel lifts, swimming pools etc. require servicing and cleaning) and may not therefore be available at all times. Some services may be affected by weather conditions and their availability is entirely at the discretion of the provider of the service. Entertainment provided by hotels is frequently subject to demand and its nature and or frequency may be varied if there is a lack of demand or insufficient numbers staying in the hotel.

(2) Some excursions itineraries include the use of ferries and other forms of transport which can be affected by inclement weather and may have to be cancelled or arrangements changed. Whenever possible a suitable alternative excursion will be offered.

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

All holiday prices, itinerary, accommodation, meals and included excursions, if any are shown on the individual brochure pages. Unless otherwise indicated all Holidays are by 49/53 seater coaches with reclining seats in the case of British tours and 49 seater Executive coaches with reclining seats and toilet in the case of Continental tours. To enable us to run a British tour with low numbers we may use our 33 or 37 seater coaches. Air Conditioned Coaches will now be provided on all tours, we reserve the right to replace with a non-air conditioned coach in the event of breakdown. Those holidays that travel into Europe and Scandinavia involve a sea crossing. We make every effort to ensure that proper arrangements have been made for all Holidays advertised in this brochure and that the suppliers of the services which you will enjoy during your Holiday are efficient and reputable. We accept responsibility for any deficiencies in the services we are contractually obliged to provide. We shall not be responsible for death, bodily injury or illness caused by activities engaged in which are outside the scope of the holiday itinerary.