

## TERMS & CONDITIONS

### TAMAR COACHES LTD FAIR TRADING AGREEMENT



Our Fair Trading Agreement sets out clearly the responsibilities which we at Tamar Coaches/Tours have to you and which you in return have to us, when a contract is made between us. The contract is made when you make a booking and we accept it by written confirmation on the terms set out to you. When signing the Booking Form for your holiday you will sign on behalf of yourself and others named in your party, that you have read, understood and have accepted this Fair Trading Agreement and the Holiday information provided to you. Your obligation is to pay the price of the holiday and recognise your liabilities if you wish to alter the holiday or make a cancellation. On our part we have an obligation to provide you with the holiday and our terms are clearly stated to you. Your contract is entered into with Tamar Coaches Ltd. Any other subsidiary companies of Tamar Coaches Ltd involved in the booking or management of your holiday shall be deemed to act as our agents. This Fair Trading Agreement applies to all holidays sold.

### YOUR CONTRACT WITH TAMAR COACHES LTD

#### 1. YOU PAY A DEPOSIT

When you make a booking you must complete a booking form, accepting on behalf of your party the terms of the Fair Trading Agreement and pay a deposit per person as specified on each holiday itinerary. All monies paid to your Travel Agent are held by them/us on your behalf until you receive our confirmation.

#### 2. YOU PAY THE BALANCE

The balance of the fare must be paid via the office at which you made your booking at least Eight weeks before the holiday departure date. 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 within the advertised time period, we reserve the right to cancel your holiday, retain your deposit and apply the 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 2020/2021 holiday or change departure date we will do our utmost to make the changes, provided that written notification is received at our offices from the person who signed the booking form, or their Travel Agent, not later than the date on which the balance of the original holiday cost was due for final payment. Any alteration made by you later than the original balance due date will be treated as a cancellation of the original booking and will be subject to the cancellation charges set out in Paragraph 4. Other alterations, such as additional requests or change of pick up point, MUST be notified to our office in writing.

#### 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 administration 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 charge shown as % of holiday price
More than 42 days	Deposit Only
42 – 29 Days	30%
28 – 15 Days	45%
14 – 8 Days	60%
7 Days prior to departure	100%

Excursions are included in the price of most holidays unless stated and refunds cannot be made for passengers not wishing to go on these excursions. Admission fees to buildings, grounds etc are not included in the price of the holiday unless otherwise stated in the itinerary. We must point out that Tamar Tours/Coaches Ltd reserve the unconditional rights to refuse a booking or terminate a passengers holiday in the event of unreasonable behaviour.

### OUR PROMISE TO YOU

#### 1. WE RESERVE YOUR HOLIDAY

When you or your Agent has provisionally confirmed that we have available spaces on the holiday of your choice and we have received a deposit and a signed booking form, a confirmation invoice will be forwarded to you normally within 14 days of receipt. At this point a contract is made between us. In the event that a holiday was not sold through a Travel Agent who defaulted, we guarantee your holiday on production of adequate documentation to establish the sale.

#### 2. YOUR HOLIDAY PRICE

The price of your holiday is guaranteed and will not be the subject to any surcharges except those resulting from Government action, for example VAT and additional holiday bonding requirements. 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. At the time of writing VAT is not charged on the coach travel element of your holiday price. Morning coffee, afternoon teas and other refreshments are not included. Some hotels may make a small additional charge for portage and tea and coffee served after lunch and dinner. Gratuities to hotel staff and drivers/courier are discretionary.

#### 3. IF WE CANCEL YOUR HOLIDAY

In certain circumstances we may have to cancel your holiday and if this should occur, we will return to you all monies you have paid to us, or offer you a suitable alternative.

**A)** 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 an alternative holiday or a full refund  
**B)** After the balance due date, except as a result of hostilities, political unrest or other circumstances amount to force majeure.

If we cancel or materially alter a tour, holiday or other travel arrangements after the date when the payment of the balance of the price becomes due, but not more than 14 days before your intended departure date, we shall ensure that you receive reasonable compensation.

If we cancel or materially alter a tour, holiday or other travel arrangements within 14 days of your departure date, we shall ensure that you receive a higher level of compensation to that which would have been granted, had the cancellation or material alteration occurred in excess of 14 days before your intended departure date. Please note that it is necessary for there to be a minimum number of passengers in order to operate a tour, if cancellation is due to this reason, we will refund all monies paid by you.

#### 4. IF WE CHANGE YOUR HOLIDAY

The arrangements for holidays are made many months in advance and charges are sometimes unavoidable. Most of the changes are however very minor, but where significant we will notify you as soon as reasonably possible before your departure date. The following circumstances would be regarded as significant alterations; changes in resort area, reduction in quality of main hotels (not overnight hotels) or change in tour itinerary which involves a destination being completely eliminated from the original itinerary. In the event of a significant change you may decide to:

- A) Continue with the holiday as amended, or
- B) Accept an alternative holiday we may offer you, or
- C) Cancel your booking.

If you choose A, or B we will pay you compensation on the scale of the scale below.

If you choose C, we will refund all monies paid by you, plus compensation on the scale as follows:

Period before departure within which a 'significant change' is notified to you or your Travel Agent	Compensation per person
42 Days	NIL
29 – 42 Days	£5.00
15 – 28 Days	£10.00
8 – 14 Days	£15.00
0 – 7 Days	£20.00

#### 5. WHAT HAPPENS TO COMPLAINTS

All complaints that are received are thoroughly investigated and customers will be kept informed at each stage of the investigation. Sometimes however, the investigation can take time some time, whilst waiting for a response from hoteliers or other relevant parties. We can normally reach an amicable settlement of the few complaints we receive, if the complaints are found to be genuine.

#### 6. OUR RESPONSIBILITY TO YOU

We accept responsibility for ensuring that all component parts of your holiday described are supplied to you to a reasonable standard. We accept responsibility for the acts or omissions of our employees, agents, sub-contractors and suppliers. We shall not accept responsibility or liability for death, bodily injury or illness caused to the signatory of the contract and/or any other named person on the booking form, except for negligent acts or omissions of our employees, agents, sub-contractors or suppliers. Any claims arising therefrom shall be subject to English law in respect of any questions of liability or quantum and all proceedings shall be within the exclusive domain of English Courts.

The following circumstances fall outside our direct control and accordingly we are not prepared to accept responsibility or liability.

- A) 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 (particularly live entertainment) provided by the hotel 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
- B) We cannot accept responsibility for an accident or incident which occurs as a result of negligence by a train, air or sea company.
- C) 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

#### 7. INSURANCE

Consumer Aware:- Your booking is insured by IPP Ltd and its Panel of Insurers. This insurance is valid for passengers who book and pay directly with/to Tamar Coaches/Tours Ltd. For further information see [www.ipplondon.co.uk](http://www.ipplondon.co.uk)

### HOLIDAY INFORMATION (NOT PART OF CONTRACT)

#### 1. LUGGAGE

We ask you to keep luggage down to one medium sized suitcase per person and a small holdall can also be taken on board the coach.

#### 2. SEAT ALLOCATION

Seat allocation is made strictly in order of booking, so early booking is advisable. Wherever possible, we will accommodate any special request such as near-side or off-side.

#### 3. SMOKING POLICY

Tamar Coaches Ltd operates a strict no smoking policy on all of our vehicles. On all journeys regular comfort stops will be made.

#### 4. TRAVEL DOCUMENTS

When you have paid the final balance of your holiday, around One week prior to departure, we will send you the necessary luggage labels, hotel information, Etc. Certain documents, such as train, air or boat tickets may be retained and issued to you by your driver/courier during your holiday.

#### 5. SPECIAL CARE FOR THOSE LESS ABLE-BODIED PASSENGERS

The holidays have been designed to include as much interest as possible for everyone. However, some hotels will have steps to contend with, may not possess lifts and may not be suitable for those less able to get around. PLEASE do not hesitate to contact us should you require any further information or advice.

#### 6. SPECIAL DIETARY REQUIREMENTS

If you have any special dietary requirements, such as Vegetarian, Gluten Free or Diabetic diets Etc, it is important that you inform us in writing at the time of your booking. We will pass on any special request to the hotel(s) concerned, but we cannot make guarantees on their behalf.

#### 7. SINGLE ROOMS

The number of single rooms for each holiday is limited and these rooms are allocated on a first come first serve basis. Again, early booking of single rooms is advisable. Any supplementary charge for single rooms is shown on each itinerary.

#### 8. GROUND FLOOR ACCOMMODATION

A request may be made at the time of booking for ground floor or low floor rooms and these will again be passed on to the hotel(s), who will do their utmost to comply with any such requests. Whether or not a hotel has a lift is indicated on each itinerary.

#### 9. ENTERTAINMENT

Some of the hotels arrange additional entertainment, which could include music, dancing, film shows, bingo Etc. The nature and frequency of the entertainment offered is at the discretion of the hotel and therefore not guaranteed and could be withdrawn if there is lack of demand or insufficient numbers in the hotel.

#### 10. PASSPORTS

For all continental holidays, you will require a full 10 year British Passport. We cannot accept responsibility if passengers are not in possession of the correct travel documents.

#### 11. BUFFET BREAKFAST

On all of our continental holidays we arrange for our passengers to enjoy a buffet style breakfast. We must bring to your attention that the buffet is solely for breakfast, making up rolls, sandwiches Etc for lunch is not allowed.