

**This fair trading agreement and important holiday information is applicable to any GB TOURS holiday or day trip. It sets out clearly and simply the responsibilities both parties have when a booking or 'contract' is made between us.**

### 1 Booking and paying for your holiday

When a booking is made, the 'Lead Name' on the booking guarantees that he or she is aged 18 or over and has the authority to and accepts the terms and conditions of the contract on behalf of all members of the party. When making your booking you must pay the required deposit plus insurance premium (unless you are making your own insurance arrangements). Your booking will be confirmed in writing and the date by which the balance must be paid is indicated. If you make your booking within 6 weeks of departure you must pay the full holiday cost. Note: Day trips require full payment at time of booking.

### 2 You pay the balance

You must pay the balance for all members of your party by the due date. You can make payments against your balance anytime between making the booking and the balance due date. It is your responsibility to ensure payment is made by the due date. If the balance is not paid by the due date we reserve the right to treat your booking as cancelled by you and apply the cancellation charges as set out in the table below. Please note the amount retained is not refundable or transferable. In the event of us agreeing to reinstate a cancelled booking we will charge an administration fee for doing so.

### 3 Accuracy

We endeavor to ensure that all information and prices on our website, in our brochures and letters and in press advertisements are accurate, however occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances before your booking is confirmed.

Upon receipt of your booking Confirmation you MUST check all of the relevant details for your booking are noted and are correct. If you find there is an inaccuracy in your documentation, you must notify us immediately. We cannot accept any liability if we are not notified of any inaccuracy in any document within 10 days of our sending it out.

### 4 If you want to change your booking/holiday

Should you wish to make changes to your holiday arrangements, please inform us in writing as soon as possible and this must be done by the 'Lead Name' on the booking. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change. You may transfer your booking from your original holiday to another GB TOURS holiday if there are more than 28 days remaining before departure (of your original holiday), providing the cost of the replacement holiday is of equal or greater amount. No transfers are permitted within 28 days of departure and no booking can be transferred more than once. It may be possible to transfer your booking to another suitable person (i.e. someone else takes your place on the booking) provided that written notice is given by the Lead Name and on the understanding that no other details can be altered (such as pickup point, room type, etc) if there are 14 days or less remaining before departure.

### 5 If you cancel your holiday

You or any member of your party may cancel your booking at any time, however a cancellation will only be deemed valid when received in writing at our Birkenhead office and will be effective from the date on which we receive it. Since we incur costs in cancelling your arrangements, you will have to pay the applicable cancellation charges up to the maximum shown below (The cancellation charge detailed is calculated on the total cost payable by the person(s) cancelling excluding insurance premiums which are not refundable in the event of cancellation) Note: You may be able to reclaim monies lost if the reason for cancellation is covered by your holiday insurance. Note: Any refund due to you will be reimbursed by us in the same payment method as it was received. Note: on holidays where GB TOURS is acting as an agent, you are bound in the first instance by the cancellation terms of the company concerned and NOT those as described here.

GB TOURS HOLIDAY TO UK, IRELAND, CHANNEL ISLANDS AND EUROPE		GB TOURS DAY TRIPS
Period before departures within which written cancellation is received	Amount retained by GB Tours	Amount retained by GB Tours
More than 48 days	Deposit	Nil – no charge
48 to 29 days	30% of total cost or deposit if greater	Nil – no charge
28 to 15 days	75% of total cost or deposit if greater	75% of total cost
14 to 1 day	Total holiday cost	Total day trip cost
Departure day or later	Total holiday cost	Total day trip cost

### 6 If we cancel your holiday

We reserve the right to cancel any holiday due to circumstances beyond our reasonable control including having to cancel because not enough people have booked on a particular holiday. Cancellations due to low bookings are relatively rare and we

will endeavour to inform you no later than 10 days prior to departure and offer alternative dates or holidays subject to availability. Our liability shall be no more than the full amount you have paid to date including any insurance premiums paid.

### **7 Force Majeure**

Except where otherwise expressly stated in these Booking Conditions we regret we cannot accept liability, offer any refunds or pay for any loss incurred or compensation where the performance of our contractual obligations to you are prevented or affected or you otherwise suffer any damage or loss as a result of 'force majeure'. In these Booking Conditions 'force majeure' means any event or circumstances which we or the supplier(s) of the service(s) in question could not, even with all due care, foresee or avoid and is therefore an event beyond our or the supplier's reasonable control. These events whether actual or threatened include but are not limited to strikes, riots, political/civil unrest, government acts, hostilities, war, terrorist activity, advice from the UK Foreign Office to avoid or leave a country or region, industrial dispute, natural or nuclear disaster, fire, viral outbreak, adverse and severe weather conditions.

### **8 Cutting your holiday short/extending length of holiday**

If you are forced to return home early, we cannot refund the cost of any services you have not used. We reserve the right to reduce or indeed extend the length of your holiday due to reasons outside of our reasonable control (e.g. weather) up to a period of 24 hours without offering any refund.

### **9 Conditions of carriage**

(a) You are responsible for ensuring you are at the correct departure point at the correct time for the outward and return journey. This also applies to all comfort stops and excursions during the holiday and we cannot be held responsible for any loss or expense suffered if you are not.

(b) We reserve the unconditional right to terminate a client's holiday in the event of unreasonable conduct which causes, or in our opinion is likely to cause damage, distress, danger, or annoyance to other clients. In the event our responsibility to you ceases and we will accept no responsibility for loss or additional expenses you may incur.

(c) We cannot accept liability for delays, disruption or cancellations of holidays due to traffic or weather conditions, strikes or any other reasons outside our reasonable control. Note: In the event you may be able to reclaim monies lost and expenses incurred subject to the conditions of your holiday insurance.

(d) We do not accept responsibility for the loss or damage to client's possessions, left unattended on the coach intentionally or otherwise.

(e) Baggage allowance is one medium sized suitcase that weighs no more than 18kgs. We reserve the right not to carry any items that are deemed to be too large or heavy for the driver to load and/or fit into the luggage hold.

(f) It is a condition of travel that you must inform us at the time of booking if you require additional items to be carried along with your luggage such as wheel chairs or walking frames. A space must be reserved for those items and will be confirmed on our correspondence to you. If you arrive at pickup with additional items that are not listed on our records, we cannot guarantee we will be able to carry them.

(g) All luggage items must have a GBTOURS luggage label attached to them securely.

(h) Mobility Scooters are limited to one per coach on a first come first served basis due to the weight involved and space required in the luggage hold to carry them. They must be pre-booked and we reserve the right not to carry scooters that have not been pre-booked.

### **10 Hotel Special requests**

Any special requests must be advised to us at the time of booking e.g. diet, room location, a particular facility at a hotel, etc. We promise to forward client's requests to the appropriate hotel. However, requests which do not warrant a supplement cannot be guaranteed and bookings cannot be conditional on the provision of such requests. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed to the hotel is not confirmation that the request will be met – unless the request has been specifically confirmed and or paid for.

### **11 Complaints procedure**

Your driver should be able to help with any minor problems or queries during your holiday. In the event of a more serious problem, for example involving accommodation, the matter **MUST** be reported to hotel management and their response noted. If your complaint is not resolved at the time and you wish to make an official complaint to GBTOURS on your return, you must do so in writing or by email ([feedback@gbtours.com](mailto:feedback@gbtours.com)) for the attention of the Customer Service Manager no later than 10 days after your return. You must include the name of the holiday you were on, your booking reference number, departure date and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. We endeavour to deal with any complaints as quickly and fairly as possible, but please note that failure to establish your complaint immediately with the hotel and follow the procedure outlined above may affect the outcome.

## **Important holiday information**

### **1 Coach seat allocation**

Every passenger is allocated reserved seats and the seat numbers will be shown on your confirmation of booking. We regret we cannot guarantee requests for particular seats and bookings cannot be conditional of such requests. Occasionally, we use coaches with different seating plan to the example shown and the seat position may alter. In the event of a vehicle change that effects seat numbers, we endeavour to notify passengers beforehand where possible.

**2 Non-smoking and non-alcohol coaches**

Smoking including the use of e-cigarettes and the consumption of alcohol is not allowed on any coaches operating GB TOURS holidays and day trips.

**3 Itineraries and excursions included**

We reserve the right to vary the advertised itinerary & excursions (including changing the running order of an itinerary) due to circumstances outside our control whilst endeavouring to provide suitable alternatives wherever possible. In the event of an itinerary change, we cannot accept any liability for anything you have organised directly, in addition to our advertised program.

**4 Hotel amenities and facilities**

Amenities as described will usually be available, but please note that some amenities (lifts, swimming pools etc) require service and repair and may not always be available. Entertainment is frequently subject to demand and/or change based on sufficient guests staying at the hotel at the time. Some hotels charge for extra supplies of tea/coffee in bedrooms.

**5 Disabled persons**

We are not a specialist disabled holiday company but we will do our utmost to cater for any special requirements you may have. Please tell us before you book if you have limited mobility or any other medical problems which may affect your stay or indeed your enjoyment of the holiday. We will provide you with as much information as possible regarding the suitability of accommodation and itinerary, so you can make a more informed judgement before you book.

**6 Passport and Visa requirements**

U.K. Citizens travelling abroad must have a valid passport. U.K. citizens do not require a passport to travel by coach to the Republic of Ireland. Non U.K. citizens may also require a visa and should check with their appropriate embassies. It is your responsibility to check and fulfill the passport, visa, health and immigration requirements applicable to your itinerary. We can only provide general information about this. Most countries now require passports to be valid for at least 6 months after your return date. We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities. Note: Passports are required for all Cruise Holidays for security reasons, regardless of the itinerary.

**7 Adverse Weather Conditions**

In the event of adverse weather conditions, whether relevant to the pickup area, destination or both, we will contact you to inform if any changes or cancellations to your holiday. Unless you receive direct contact from us, specifically informing you of change or cancellation, your trip will be proceeding as planned and there is no requirement for you to contact us to check prior to departure.

**8 Data Protection**

In order to process your booking and ensure that your travel arrangements can be properly performed, we need to collect certain personal details from you. These will include, where applicable, the names and addresses of party's members, credit/debit card or other payment details and special requirements such as those relating to any disability or medical condition which may affect the chosen holiday arrangements and any dietary restrictions which may disclose your religious beliefs. We must pass on your personal details to the companies and organisations who need to know them so that your holiday can be provided (for example hotels, transport companies, credit/debit company or bank). The information may also be provided to security or credit checking companies, public authorities such as customs/immigration if required by them, or otherwise as required by law. Where you provide us with personal details such as those mentioned above, you consent to this information being used as described above. We are entitled to assume you do not object to our doing any of the things mentioned above unless you tell us otherwise in writing. We have appropriate security measures in place to protect the personal details you give us. We may have to pass your details to organisations outside the European Economic Area, (EEA), controls on data protection in these places may not be as strong as the legal requirements in this country. You are generally entitled to ask us (by letter or e-mail) what details of yours are being held or processed, for what purpose and to whom they may be or have been disclosed. Our full Privacy Policy can be viewed at [www.gbtours.com/general-info](http://www.gbtours.com/general-info). Note: Telephone calls are recorded for training and monitoring purposes.

**9 Financial security**

The Association of Bonded Travel Organisers Trust Limited (ABTOT) provides financial protection under The Package Travel and Linked Travel Arrangements Regulations 2018 for GB Tours, and in the event of their insolvency, protection is provided for the following:

1. non-flight packages and
2. flight inclusive packages that commence outside of the EU, which are sold to customers outside of the EU.

ABTOT cover provides for a refund in the event you have not yet travelled or repatriation if you are abroad. Please note that bookings made outside the EU are only protected by ABTOT when purchased directly with GB Tours. Please note that accommodation only (self drive) bookings and day trips are not covered via the Bond. In the unlikely event that you require assistance whilst abroad due to our financial failure, please call our 24/7 helpline on 01702 811397 and advise you are a customer of an ABTOT protected travel company. You can access the The Package Travel and Linked Travel Arrangements Regulations 2018 here: <https://www.legislation.gov.uk/uksi/2018/634/contents/made>