

## **TEITHIAU ELFYN THOMAS TOURS TRADING CHARTER AND BOOKING CONDITIONS**

### **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 the ATOL holder named on the individual brochure page or leaflet. 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 Teithiau Elfyn Thomas Tours.

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 with 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 phone us, use a nominated travel agent or call into our office. 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 the booking. We will send you, or your agent, the confirmation of your booking within 7 working days of receiving your booking form. Please check the 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 Package Travel, Package Holidays and Package Tours Regulations 1992 (Statutory Instrument 1992 No.3288) Consumer Protection, in which monies paid by the consumer are held in a Trust Account until the contract has been fully performed or any sum of money paid by the consumer in respect of the contract has been repaid to you or has been forfeited on cancellation by you.

### **WHEN DO I NEED TO PAY FOR MY HOLIDAY & 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 date as shown on the Confirmation/Invoice Receipt when a deposit is paid. No further paper work will be sent out to remind customers of the final payment date.

Where you use an agent they may require you to pay them earlier than this date and will advise you separately of their balance due date. If you book within our balance due date you will need to pay the total holiday cost at the time of 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.

### **COACH HOLIDAYS:**

Deposit £50.00 per person U.K Deposit £75.00 per person European.

**AIR HOLIDAYS:**

Deposit as specified by the Atol Holiday Company Your balance is due 8 weeks before 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 on your behalf. 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 this 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; • 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 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 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, the difference in price will be refunded.

**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 we will be able to do so. Any changes must be notified to us in writing and signed by the person who signed the booking form. If we are able to make the changes an amendment fee of £20 will be payable plus any additional charge for the facilities requested. Any significant alteration after the balance due date will be treated as a cancellation of the original booking and will 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 of the holiday and a change cannot normally be made less than seven days prior to departure. We will make an administration charge of £10 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 signed the booking form, and is communicated to us in writing via the office at which you made your original booking. 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 when either your agent or we receive your written confirmation of your cancellation. You must 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. 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). On all holidays we reserve the right to use either, a ferry or the Channel Tunnel for the short crossing between England and France. On all holidays by coach we reserve the right to operate various sized vehicles, to suit the number of passengers travelling.

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; • A replacement holiday of a lower quality together with a refund of the price difference; • A full refund of the money you have paid. If our recommended insurance was taken this will be refunded also or can be transferred to an alternative holiday of ours.

### **SCALE OF COMPENSATION**

We will pay you compensation for significant changes on the following scale: Period before departure in which significant change is notified to you or your agent. Amount per person.

### **SCALE OF CANCELLATION CHARGES**

Period before departure within which written cancellation of holiday is received. 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:- (a) 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 within the description of the holiday; or (b) 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. 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, 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 of ours or of our agents or suppliers. 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.

Amount of cancellation charge as a % of holiday price

More than 42 days Deposit

42 - 29 days 50%

28 - 15 days 75%

14 - 1 day 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

More than 28 days NIL

28 - 15 days £10.00

8 - 14 days £20.00

0- 7 days £25.00

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, the Berne Convention and the Geneva Convention. You can get copies of the relevant conventions from us if you ask. You should also note that these conventions may limit or remove the carriers liability to you and the amount that the carrier has to pay you.

If we make 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 providers or other suppliers' 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 A COMPLAINT?**

If you have a complaint during your holiday you should tell the driver / representative or supplier at the earliest opportunity so 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 to us within 28 days.

In your letter, you will need to quote your booking reference number, holiday number, departure date and the number of the holiday report form (if applicable) that 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 our driver / representative or supplier's attention.

### **CHILDREN'S REDUCTION**

Child reductions are available on most holidays and vary dependent on hotel and child age. Child reduction details can be obtained from our reservations department.

### **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 the 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, and on coaches, which carry out transfers to and from seaports and airports.

### **HEALTH AND 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 three 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 three months. We reserve the right to refuse any booking in the absence of a doctor's certificate confirming 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, ships captain, or authorised official of other means of transport is entitled to refuse you boarding if in their reasonable opinion you are behaving unacceptably under the influence of drink or drugs or you are being abusive, violent or disruptive. If you are refused boarding on the outward journey we will regard it as a cancellation by you and apply cancellation charges according to the scale in the cancellation section of this trading charter. 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.

### **COVID 19 LIABILITY LIMITATIONS**

All parties acknowledge the ongoing COVID-19 global crisis and accept our obligations to comply with any official guidance from the government or local authorities, both in the UK and/or Europe and whilst on holiday.

Please note that we will have no liability for any refunds, compensation, costs, expenses or other losses of any kind incurred by you (including, where applicable, the cost of medical treatment), in the following circumstances:

If you, or anyone in your booking party, test positive for Covid-19 and have to quarantine for a period of time, or are notified or otherwise become aware that you have, or suspect you may have, come into close contact with someone who has tested positive for Covid-19 (or where they otherwise suspect they may have Covid-19) and have to self-isolate for a period of time. If this happens within 14 days of your departure date, you must contact us as you may no longer be able to travel. We will offer you the following options where possible and subject to availability:

Postponing your holiday to a later date. We will notify you of any impact on the price the postponement may have (please note that you may have to pay full cancellation charges on some elements of your holiday as well as any increase in cost imposed by other suppliers);

Cancelling your holiday, in which case we will impose our standard cancellation charges as at the date of cancellation by you. You may be able to claim these costs back from your travel insurance.

If this happens whilst you are on your holiday, please notify us without delay and we will provide such reasonable assistance as we can in the circumstances. However, we will not be responsible for covering the cost of any curtailment of your holiday, missed transport arrangements, additional accommodation required, or other associated costs incurred by you. You must ensure you have travel insurance which covers these costs for you.

If you fail any tests, checks or other measures imposed by us, suppliers, airlines, port or airport, border control authority or other government body or local authority or fail to submit for testing or assessment when requested to do so, and as such you are denied, entry to the destination, access to the services or you are otherwise unable to proceed with the holiday, or that portion of the holiday.

### **NO SMOKING POLICY**

We operate a strict no smoking policy on all our coaches. We make frequent comfort stops. The no smoking policy of other carriers and suppliers may vary and will be supplied on request by contacting our reservations department.

### **PETS**

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

## **PICK UP POINTS, 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 name after the booking is made you must tell us immediately so that we can issue the ticket in the new name. Approximately two weeks prior to departure 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 the 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. O.R.Jones & Sons Ltd T/A Teithiau Elfyn Thomas Tours reserves the right to modify itineraries to conform to requests from the competent authorities in the United Kingdom and other sovereign states through which the tour will operate. Included excursions are detailed on the relevant brochure page or leaflet 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 or leaflet.

## **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 advise all our customers to take out travel insurance to cover medical and repatriation costs, personal injury, loss of baggage and cancellation charges. From 1st January 2009, the Financial Services Authority regulates the sale of travel insurance connected to holiday or related travel and as we do not hold the necessary authorisation, we are no longer able to offer or advise on travel insurance related matters. If you do not have adequate insurance and require our assistance whilst on 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.

## **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 travel arrangements, or 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 us. We limit the cost of our assistance to you and any member of your party to £5,000 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 within 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 holidays may be suitable for you. We want you to enjoy your holiday and we 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 reservations department.

## **SPECIAL REQUESTS**

If you have a special request, we will do our best to help but, save as set out below, we cannot guarantee that it will be fulfilled. Please inform your travel agent or us of your request before you make your booking and ensure that you provide as much detail as possible. If fulfilment of your special request is vital to your holiday, it must be specifically agreed with us before or at the time when you make your booking. We will comply with any special request which has been specifically agreed. General confirmation that a request has been noted or passed onto our supplier is not confirmation that your request will be met. All special requests are subject to availability unless and until they are specifically confirmed by us. If fulfilment of your special request incurs any additional costs, we will either invoice this prior to your departure or inform you that it will have to be paid locally. If your request relates to 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 contact 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 we have specifically confirmed to you that a special diet will be catered for. Where we think that a hotel is unlikely to be able to cope with a special diet we will tell you prior to issuing a booking confirmation so that you can exercise your right to cancel without charge.

## **SINGLE OCCUPANCY**

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

## **ENTERTAINMENT**

Some of our hotels arrange additional entertainment. Where this is part of the holiday, details are given on the respective brochure page or leaflet. 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 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 on this information 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 process 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. You are entitled to a copy of the 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. We may provide you with details of other goods and services including those of selected third parties. If you do not wish to receive the further information about products and services from either third parties or ourselves please write to:

The Data Controller,  
Teithiau Elfyn Thomas Tours,  
10 - 15 Parc Diwydiannol Mona,  
Gwalchmai,  
Ynys Mon,  
LL65 4RJ.