

## OUR TERMS AND CONDITIONS: OUR TRADING CHARTER WITH YOU

### **1. Who are we?**

This Trading Charter/Booking Conditions are the standard trading conditions of Skills Motor Coaches Ltd (t/a Skills Holidays) [*or Skills Travel Ltd (t/a Skills Day Out and Coachstyle) and Laver Holidays Ltd as appropriate*]. Our full details and registered address are given at the end of these terms.

### **2. Why should I read these pages? Because it is very important.**

- 2.1 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.
- 2.2 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.
- 2.3 This contract is made subject to the terms of these booking conditions, which are governed by English Law, and the exclusive jurisdiction of the Courts of England and Wales.
- 2.4 These contract terms and any 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 us.
- 2.5 If you were unaware of this trading charter before you made your booking and you are not happy to proceed with the booking now that you have seen it, within 7 days of receiving this trading charter you will need to give us written notice of your intention not to proceed with the booking and return any documentation provided by us or the travel agent with whom you booked. Your booking will then be cancelled and your monies will be returned in full, provided you have not commenced your travel.

### **3. How and when do you make a contract with us?**

- 3.1 We welcome you making contact with us in a number of ways. You can write to us, phone us, use a nominated travel agent, e-mail or visit our website.
- 3.2 Whichever way you contact us the contract is only made when
  - 3.2.1 **your booking is entered on to our reservation system; and**
  - 3.2.2 **we issue a booking confirmation in writing via letter or email.**
- 3.3 We will send you, or your agent (if booked via an agent), the booking confirmation within 7 working days of receipt or such earlier time as may be agreed in writing.
- 3.4 Please check this confirmation very carefully to ensure all the information is correct and tell us, or your agent, immediately of any errors.

### **4. Definitions – types of travel contract**

- 4.1 “**Day Trips**” means any trip or tour where at the time of booking we intend that the duration of the tour or trip should not exceed 24 hours and we do not intend any hotel or similar sleeping accommodation to be included within the facilities offered.

- 4.2 **“Package”** means a booking of at least two of the following components, when the service covers a period of more than twenty-four hours and/or includes overnight accommodation:-
- transport
  - accommodation
  - other tourist services not ancillary to transport or accommodation and accounting for a significant part of the package.
- 4.3 **“holidays”** includes any Day Trip or Package.

## **5. How is your money protected?**

- 5.1 **Packages: The Code of Conduct of the Bonded Coach Holidays Group (“BCHG”)**: We subscribe to the Code of Conduct of the Bonded Coach Holidays Group (“BCHG”) of the Confederation of Passenger Transport UK (“CPT”). BCHG requires a bond to be taken out to provide protection for money received for your Package in the unlikely event that a Member cannot, for financial reasons, carry out their obligations to their passengers.
- 5.2 **Packages: BCHG Consumer Guarantee** - The BCHG guarantees to bona fide customers that in the event of failure of a bona fide Member, it will:
- wherever possible, arrange for the Package to be completed;
  - where failure occurs after a Package has begun, arrange for customers to be returned by an appropriate means of transport to their UK area of departure;
  - if the Package cannot be completed as booked, to reimburse booking payments received by us, subject to taking into account and withholding an appropriate amount if any part of the Package has already been provided (including any substituted service).
- 5.3 **Day Trips: Please note** - the Code of Conduct and the Consumer Guarantee of the BCHG only applies to Packages and does not apply to Day Trips.
- 5.4 **Credit card payments**: However in the case of both Packages and Day Trips where you have booked any services using a credit card it is likely that you would have recourse against the credit card provided in the event services are not supplied in whole or in part.

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

- 6.1 **Deposits for Packages**: At the time of booking of a Package you will need to pay a deposit for each person named on the booking.
- 6.2 **Full payment due for Day Trips**: At the time of booking you will need to pay the full amount of the day trip.
- 6.3 **Alterations of price**: We reserve the right to alter the prices of any of the holidays that we advertise. At the time of booking you will be told the current price of the holiday.
- 6.4 **Your commitment**: You can book by paying a deposit for each person named on the booking. You will be told at what point in time you will become committed to a booking.
- 6.5 **Our commitment**: We are not committed to the booking until such time as we provide you with our confirmation of booking.
- 6.6 **Packages - Balance Due**:
- For Packages our commitment is always conditional upon any balance being paid **6 calendar weeks/42 calendar days** prior to your scheduled departure unless otherwise stated on your confirmation of booking (**“the balance due date”**).

- If you book within our balance due period you will need to pay the total Package cost at the time of your booking.
- 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 do not pay the outstanding balance for your Package 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 when your confirmation in writing that you intend to cancel is received by us or 15 days after the balance due date, whichever comes first.

**A. Deposits payable at booking (unless otherwise stated on confirmation of booking)**

<b>Travel Duration</b>	<b>Deposit</b>
Day Trips	Not applicable - full price payable at time of booking
Packages of 2 days or less	£30 per person
Packages of 3-8 days	£50 per person
Packages of 9 days or more	£70 per person

**B. Balance Due**

For Day Trips the full price is payable at the time of booking. For Packages the balance is due in full **6 calendar weeks/42 calendar days** prior to your scheduled departure unless otherwise stated on your confirmation of booking.

Please note an additional charge will be made on all credit card payments for deposits and balances (currently 2.5%).

No additional charge is applicable when using a debit card.

**C. Optional Items**

Where optional items form part of a holiday (such as excursion, theatre or other attraction tickets) and are purchased by us payment for such optional items is payable in the case of Day Trips at the time of booking and in the case of Packages a higher deposit may be payable. This will be advised at the time of booking. The costs of such items will not normally be refundable on cancellation by you, unless we obtain a refund from the supplier we use, and are not normally transferable.

**7. If I use an agent who does my money belong to?**

Your agent will hold your deposit on your behalf until we issue a booking confirmation. 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.

**8. Can we change the price of your holiday after we have issued the booking confirmation?**

8.1 Yes we can. However this is done only in very limited circumstances and not within 30 days of your departure.

8.2 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 charges.
- 8.3 In the case of any variation described above, an amount equivalent to 2% of the price of your holiday, which excludes insurance premiums and any amendment charges, will be absorbed by us.
- 8.4 If this means that you would have to pay an increase of more than 10% of the price of your holiday before increase, you have a choice between 2 options:-
- Option A:** You may cancel the holiday and receive a full refund of all monies paid, except for any amendment charges. We will consider an appropriate refund of insurance premiums paid to us 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 revised invoice.
- Option B:** 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.
- 8.5 We calculate the price of your holidays using the exchange rates quoted by the Bank of England on 16 December 2014 using the following currencies: Pound Sterling for UK and Channel Island arrangements and Euro for other arrangements.
- 8.6 Please note that travel arrangements are not always purchased in local currency and some apparent changes in currency exchange rates have no impact on the price of your Package due to contractual and other protections in place.
- 8.7 If any additional sum has been paid for your holiday under Clause 8.2 above and there is subsequently, and more than 30 days prior to your scheduled departure date, a reduction in the base costs of your holiday as a consequence of matters set out in Clause 8.2, we will refund to you that portion of the additional sum paid to reflect the reduction in base costs.
- 8.8 We reserve the right to increase or decrease prices of unsold holidays and insurance at any time after brochure publication as our costs change and exchange rates fluctuate, or to correct errors. Current prices of our holidays and travel insurance cover are shown on our website and are also available by telephone. Please ensure you have checked the price of any holiday and travel insurance cover you are interested in before making your booking.

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

- 9.1 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.
- 9.2 Any proposed changes must be notified to us in writing or at the office at which you made your booking and must be signed by the person who signed the booking confirmation form.
- 9.3 If we are able to make the changes an amendment fee will be payable of £10 per booking for Day Trips and £20 per booking for all other holidays plus any additional charge for the facilities requested.
- 9.4 The costs of making a change increase the closer to the departure date you want to make it. Some arrangements, like particular types of tickets, cannot be changed

without paying a cancellation charge of up to 100% of the cost of the ticket (see Clause 6 and 12).

- 9.5 Any significant alteration by you 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.

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

- 10.1 You can transfer your booking to someone else (“the transferee”) provided you give us reasonable notice.
- 10.2 The transferee must be able to satisfy all the conditions for the holiday and a change cannot normally be made later than 7 days prior to departure.
- 10.3 We will make an administration charge of £10 per person for Day Trips and £20 per person for all other holidays for every transfer we make plus any reasonable additional costs caused by the transfer.
- 10.4 You as transferor of the booking must also return any tickets or vouchers that you have received.
- 10.5 You and the transferee will each remain responsible for ensuring that the holiday is paid for by the balance due date.
- 10.6 Please note: Travel insurance is not transferable and optional items specifically purchased by us for you may not be transferable.

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

- 11.1 You, or any member of your party, may cancel a booking at any time provided that the cancellation is made by the lead name on the booking and is communicated to us in writing via the office at which you made your original booking.
- 11.2 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.
- 11.3 Your cancellation will take effect from the date when we receive your written confirmation of your cancellation. You must also return any tickets or vouchers that you have received.
- 11.4 Please note: A reduction in room occupancy may increase the charges for the remaining passengers on the booking by the application of supplements for low occupancy of rooms.

#### **12. Scale of Cancellation Charges**

<b>Period before departure within which written notification is received</b>	<b>Amount of cancellation charge shown as %</b>
41 days or more	<b>Loss of deposit</b>
40-36 days	<b>40%</b>
35-22 days	<b>60%</b>
21-14 days	<b>85%</b>
13 days or less	<b>100%</b>

Day trips - cancellations are strictly subject to the following charges:-

- a. Seven days or more before departure date - 50%.
- b. Less than seven days before departure date - no refund.

### **13. What happens if we change your holiday?**

- 13.1 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.
- 13.2 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.
- 13.3 A significant change includes (but is not limited to) 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 Packages where the quality of the hotel is comparable), a change of mode when crossing the Channel or, the specification of the coach.
- 13.4 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 on the balance due date by you, we will offer you the choice of either:-
  - 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.
- 13.5 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.
- 13.6 If we have to cancel your holiday at any time, we are only liable for monies you may have paid to us at the time of cancellation and for the compensation as detailed in the scale below.

### **14. Scale of Compensation**

- 14.1 We will pay you compensation for significant changes on the following scale:

<b>Period before departure in which significant change is notified to you or your agent</b>	<b>Amount per person</b>
More than 56 days	<b>Nil</b>
29-56 days	<b>£10</b>
15-28 days	<b>£15</b>
8-14 days	<b>£20</b>
0-7 days	<b>£25</b>

- 14.2 Payment of compensation according to the scale set out above will not affect your statutory rights to claim further compensation if, in all the circumstances, you remain dissatisfied.
- 14.3 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 for example 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.
- 14.4 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.

## **15. What is the extent of our liability?**

- 15.1 Your contract with us will be performed with reasonable skill and care.
- 15.2 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 **but only 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.
- 15.3 We do not accept responsibility for such failure, death or personal injury if
- 15.3.1 this is not caused by any fault of ours or of our agents or suppliers; or
  - 15.3.2 this is caused by you or someone not connected with your holiday arrangements; or
  - 15.3.3 this 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; or
  - 15.3.4 this is due to an event which we or our agents or suppliers, even with due care, could not foresee or forestall.
- 15.4 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 limited to the price that 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.
- 15.5 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 (if any) which we or any carrier may have to pay compensation is limited in line with the applicable conventions, namely 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.

- 15.6 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 and you will be obliged to cooperate with us in taking such action.
- 15.7 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. We may take the benefit of such booking conditions where any claims are brought against us. 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.

#### **16a. What do I need to do if I wish to complain?**

- 16.1 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.
- 16.2 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.
- 16.3 If, on your return from holiday, you are dissatisfied you should write to us within 28 days. You will need to quote your booking reference number.
- 16.4 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.

#### **16b. If I do not agree with your decision can I request arbitration?**

If we cannot resolve your complaint amicably you may request that the dispute is referred to an arbitration scheme established by the Confederation of Passenger Transport UK (CPT). Please note: 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.

#### **17. Children**

- 17.1 Our Day Trips (without accommodation) and our Packages (with accommodation) may not be suitable for children (i.e. those under the age of 18).
- 17.2 It is in our absolute discretion whether a child (under the age of 18) is to be accepted on our Day Trips or Packages.
- 17.3 If in our absolute discretion we agree to accept a child on our Day Trips or Packages:-
  - 17.3.1 The child must be accompanied at all times by a full fare-paying adult either a parent or other person with parental responsibility for the child, or by an adult who has been given written permission to accompany the child by such person.
  - 17.3.2 Infants under 2 years of age, when on a coach, must at all times sit on the lap of the accompanying adult, and must be provided by the adult with



an approved restraint device which must at all times be securely fitted by the adult.

17.3.3 Children aged over 2 years but who have not yet reached 12 years or 135cm in height must be provided with a suitable child restraint by the accompanying adult.

17.4 There may be a reduction in the cost of the holiday when a child travels with an adult. Please see our brochures for details of such arrangement. Such a reduction may apply when the child is under 2 and does not occupy a coach seat of its own.

## **18. Coach seating**

18.1 We seek to provide coach travel as described in our brochures or advertisements but we reserve the right to substitute suitable alternative arrangements and vehicles, and to vary seating configurations should this be required.

18.2 We will seek to fulfil, where possible, a passenger's preference for a particular type of seat where this is communicated to us in writing at the time of booking. However we cannot guarantee that such a preference will be fulfilled or that passengers on the same booking will be able to sit together for the whole or part of any holiday.

## **19. Hotel Facilities**

19.1 We constantly strive to offer hotels of an appropriate standard as part of our Packages.

19.2 However some hotel facilities, such as indoor or outdoor swimming pools or leisure facilities may from time to time be withdrawn or not be available for example for routine maintenance or be subject to seasonal availability.

19.3 The provision of hotel facilities cannot therefore be guaranteed.

## **20. Health & Safety on holiday**

20.1 In countries outside the UK, standards of infrastructure, safety and hygiene may be different or lower than those to which we are accustomed in the UK. You should therefore exercise greater care for your own protection.

20.2 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.

20.3 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.

20.4 During the journey we will endeavour to provide comfort stops as frequently as possible. Comfort stops are necessary both for your comfort and for the health and safety of our coach drivers and employees. 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.

## **21. Disabilities and medical problems**

- 21.1 Should you or a member of your party have any medical condition or disability that may affect your/their holiday or that of other passengers, you must provide full written details to us at the time of booking. This should include a full description of the medical condition and/or disability, of any disability aids/medical equipment you may be intending to bring on holiday and of any other matters which may be relevant to your participation in the holiday. This is so that we can advise you of the suitability of the holiday. This applies whether the booking is made on-line, in person, in writing, or by telephone.
- 21.2 If a particular issue is identified, we reserve the right to request a doctor's certificate confirming that the passenger is fit for travel and reserve the right to refuse any booking or to cancel any booking in the absence of such doctor's certificate being produced upon request.
- 21.3 If a passenger requires personal assistance (for example but not limited to assistance with embarking, disembarking, feeding, dressing, toileting, mobilising, stowing medical or mobility equipment) then this passenger must travel with an able bodied companion/carer and written confirmation that such assistance will be provided for the entirety of the holiday is required at the time of booking. Unfortunately coach drivers/tour managers are unable to offer such assistance.
- 21.4 Whilst we will make every reasonable adjustment to do so, if we are unable to accommodate the needs of a passenger or believe that the medical condition or disability of a passenger is likely to adversely affect other passengers, we reserve the right to decline or cancel the booking.
- 21.5 We also reserve the right to cancel any holiday and impose cancellation charges if we are not fully advised of any relevant disability or medical condition at the time the booking is made and subsequently decide that we are unable to accommodate this passenger. This applies whether we advise that we are unable to accommodate a passenger either before departure or during the holiday and if this occurs during the holiday then we will seek the additional costs in so far as we choose to return the passenger home.
- 21.6 Please note: Our coaches have limited accommodation space for wheelchairs. We are generally only able to accommodate either 2 folding wheelchairs or 1 folding wheelchair and 1 light dry cell motorised wheelchair/mobility scooter (weight not exceeding 15kg) per coach. You must check at the time of booking as to available space for your device and such devices can only be carried when we have confirmed our ability to carry the device on your booking confirmation. We reserve the right not to carry such devices where space has not been pre-booked.

## **22. Force majeure**

- 22.1 Except where otherwise expressly stated in these booking conditions we will not be liable or pay you compensation where the performance of our contractual obligations is prevented or affected (for example but not limited to delay, cancellations, change of itinerary, change of accommodation, change of transport) by "Force Majeure".
- 22.2 Force Majeure means an event 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.
- 22.3 These events include but are not limited to strikes, riots, political/civil unrest, government acts, hostilities, war, threat of war, terrorist activity or threat of terrorist activity, industrial disputes, natural or nuclear disaster, fire, flood,

tornadoes, hurricanes, transportation and mechanical problems, airport closures, and severe weather conditions.

22.4 We suggest that you take out adequate travel insurance to cover such eventualities.

22.5 In the unlikely event that the performance of our contractual obligations are prevented or affected due to Force Majeure after departure, we regret we will be unable to make any refunds (unless we obtain any from our suppliers). Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure. For your safety, we will follow the advice given by the Foreign Office.

### **23. Passenger behaviour**

23.1 We want all our customers to have a happy and carefree holiday.

23.2 But you must remember that you are responsible for your behaviour and the effect it may have on others.

23.3 If you or any member of your party is

- abusive or disruptive; or
- behaves in a way which, in our reasonable opinion, could cause
  - distress, damage or injury to others; or
  - affect their enjoyment of their holiday, or
  - damage to 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.

23.4 The coach driver and tour manager (and where appropriate the ship's captain, or authorised official of other means of transport) is entitled to refuse you boarding and/or to disembark you, if in their reasonable opinion you are unacceptably under the influence of drink or drugs or you are being violent or disruptive or are causing distress.

23.5 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 in clause 12. 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.

### **24. No smoking**

24.1 We operate a strict no smoking/alcohol policy on all our coaches.

24.2 We appreciate the co-operation of smokers and remind them that frequent journey breaks are made and bookings are taken on this understanding.

### **25. Other restrictions**

26.1 You must not use mobile phones or other electronic devices on the coach in a manner which, in the reasonable opinion of the coach driver or tour representative, might annoy or distress other passengers or our staff. We would request that mobile phone devices only be used on the coach in the case of emergency.

26.2 You must not consume alcohol on the coach.

### **26. 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.

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

- 27.1 You should check with us between 7 and 14 days prior to your scheduled departure to ensure that the departure point and departure time for your holiday has not been changed.
- 27.2 You are solely responsible for ensuring that you are at the correct departure points, at the correct time, with the correct documents (including where appropriate original tickets, identification and travel documents and passport).
- 27.3 We cannot be held liable for any loss or expense suffered by you or your party because of the absence of such documents or your late arrival at the departure points.
- 27.4 If you are a British citizen travelling outside the United Kingdom you must have a full UK passport valid for a minimum of 6 months after your scheduled date of return.
- 27.5 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.
- 27.6 The name on the passport/travel document 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.
- 27.7 When you have paid the balance we will send you or your booking agent all the necessary travel labels so that you receive them in good time for your holiday.
- 27.8 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.
- 27.9 We reserve the right to modify itineraries to conform with advice and 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.
- 27.10 Optional excursions may be booked and paid for in resort but these will not form part of any Package booked with us.
- 27.11 Admission fees to events, shows, buildings, grounds etc. are not included in the price of the holiday unless expressly stated on the relevant brochure page.

## **28. What happens if you are delayed?**

- 28.1 We do not accept liability for delay. For the avoidance of doubt, we shall endeavour to fulfil but do not guarantee:-
  - 28.1.1 Departure times;
  - 28.1.2 Arrival times;
  - 28.1.3 Pick up times;
  - 28.1.4 Drop-off times; or
  - 28.1.5 Connections.
- 28.2 Your travel insurance may cover you for expenses caused by some delays.
- 28.3 In addition where you are delayed for more than 12 hours in any 24 hour period we will seek to minimise any discomfort and where possible, arrange for refreshments, meals and accommodation.

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

- 29.1 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 for all holidays both within and outside the UK.

- 29.2 You do not need to take out our travel insurance but you should have insurance, which is at least as good as, or better than, the insurance we offer. 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 choose to incur on your behalf which would otherwise have been met by insurers.
- 29.3 We strongly recommend you obtaining a European Health Insurance Card (“EHIC”) for all holidays within the EU.

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

- 30.1 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 may, at our discretion, offer advice, guidance and assistance.
- 30.2 Where legal action is contemplated and you want our assistance, you must obtain our written consent prior to commencement of proceedings.
- 30.3 Our consent will be given subject to you undertaking to assign any costs and benefits received under any relevant insurance policy to ourselves. We limit the cost of any assistance we may, in our discretion, choose to give to you and any member of your party to £5000 per party in any event.

### **31. Special/Additional needs**

- 31.1 Please note hotels may not provide adequate facilities for guests with mobility problems or who suffer from other disabilities.
- 31.2 Whether the holiday is within the UK or overseas you are required to notify us before you book, and to confirm in writing, if you or any member of your party has special needs or suffers from any disability (see Clause 21 above). We are keen to plan arrangements for your holiday so that special needs and requests can be accommodated as far as possible.
- 31.3 If you will need assistance or special facilities in the hotel, or may have difficulties in taking part in excursions, embarking or disembarking or travelling on the coach or other means of transport you, must let us know at the time of your booking.
- 31.4 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.
- 31.5 If you need advice or further information either you or your booking agent should contact us.
- 31.6 However, we cannot be held responsible whether for disappointment, distress or otherwise should you decide to travel and then find the holiday itinerary unsuitable for your own personal mobility.

### **32. Special/Additional requests**

- 32.1 If you or anyone on your booking has a special request (including dietary requirements) please tell us in writing before booking, or as soon as you are medically advised, and send us a copy of the diet.
- 32.2 We will notify the hotel or hotels on your holiday.
- 32.3 However 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.
- 32.4 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.

- 32.5 Any extra costs incurred must be paid to the hotel by you prior to departure from the hotel.
- 32.6 You should also detail any other requests, for example, low floor rooms, showers as opposed to bath, particular rooms or locations on the special requests section of the booking form or on your internet booking form.
- 32.7 For any booking made by telephone, you must confirm to us in writing the special request.
- 32.8 We will pass your request to the relevant supplier but this does not necessarily mean that your request will be fulfilled.
- 32.9 If a request can be fulfilled you may incur an extra charge payable either to us or direct to the hotel.
- 32.10 Please note that requests cannot be guaranteed unless we confirm on your booking confirmation that this is guaranteed.**

### **33. Single Occupancy**

- 33.1 Single occupancy of rooms when available may be subject to a supplementary charge and this will be shown on the brochure page.
- 33.2 Although some tours featured in our brochures have no single supplement, spaces are limited and therefore sell quickly.
- 33.3 However, additional single rooms may be requested but will be subject to availability and a charge made by the hotel.

### **34. 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.

### **35. Lost Property**

- 35.1 Luggage and personal belongings are carried at all times at the owner's sole risk and we are not responsible for any property or equipment either left on the coach (whether the coach is unattended or the coach driver is present) or lost elsewhere during your holiday.
- 35.2 Any items of lost property found by or handed to us will be held for a maximum period of 1 month following the date of the tour after which they will be disposed of or sold without further notice. There will be a minimum charge of £2.00 on collection of any property from our offices. If you request the return of lost property via the post, there will be a charge for postage and packaging.

### **36. Data Protection Act**

- 36.1 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, email address, any special needs/dietary requirements etc.
- 36.2 We take full responsibility for ensuring that proper measures are in place to protect your information.
  - 36.2.1 We may pass the information on to companies within our group and must pass such information on to the relevant suppliers of your travel arrangements such as hotels, transport companies etc.

- 36.2.2 The information may also be supplied to others for example, security or credit checking companies and public authorities such as customs/immigration if required by them, or as required by law.
- 36.2.3 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.
- 36.2.4 Subject to the above 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 or religious requirements. If we cannot pass this information to the relevant suppliers, whether in the EEA or not, we cannot provide your booking.
- 36.2.5 In making this booking, you consent to this information being passed on to the relevant persons.
- 36.2.6 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 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. We will provide you with details of other goods and services including those of selected third parties. If you do not wish to receive further information about products and services please write to our data controller.

### **37. Publication date and details**

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