

STEPHENSONS COACH HOLIDAYS BOOKING TERMS AND CONDITIONS

- 1. DEPOSIT** - When you make your booking you must complete and sign a booking form, accepting on behalf of all your party the terms of this Fair Trading Agreement, and pay a deposit of £30.00 per person.
- 2. BALANCE** - The balance of fare must be paid to 'Stephensons Coach Holidays' at least 6 weeks before the holiday departure date.
- 3. CANCELLATION** - If you, or any members of your party, wish to cancel your holiday at any time, provided the cancellation is made by the person signing the booking form and is sent to us in writing. As this incurs administrative costs we will retain your deposit and in addition, apply cancellation charges up to the maximum shown:-

Holiday Cancellation

Prior to 42 days before departure
28 to 42 days before departure date
14 to 27 days before departure date
7 to 13 days before departure date
0 to 6 days before departure date

Cancellation Charge to be made by you

Deposit only
30 % of holiday cost
45 % of holiday cost
60 % of holiday cost
100 % of holiday cost

Note: If the reason for cancellation is covered under the terms of an insurance policy, you may be able to reclaim these charges

- 4. CONDITIONS OF CARRIAGE** - The Public Service Vehicle (Conduct of Drivers, Conductors and Passengers) Regulations as amended 1990, apply to all coaches throughout any holiday in the U.K.
- 5. OTHER TERMS** - On holiday you may not: a) Bring a pet or other animal (other than Guide Dogs), b) Play a radio, personal stereo or cassette player on a coach, c) Smoke at any time on the coach. You are responsible for ensuring that you are at the correct departure point at the correct time, and we cannot be liable for any loss or expense suffered by passengers because of their late arrival at any departure point.
- 6. INCLUDED COSTS** - Excursions are included in the price of your holiday 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 holiday price unless stated.
- 7. HOLIDAY PRICE** - We guarantee that the price of your holiday will not be subject to any surcharge except for those resulting from government action, fuel, including additional bonding or licensing requirements or VAT.
- 8. IF WE HAVE TO CANCEL YOUR HOLIDAY** - It is necessary for there to be a minimum number of passengers in order to operate a tour. In certain circumstances, therefore, we may have to cancel your holiday, and if this should occur we would return to you all money you have paid us. However we will not cancel your holiday: a) Immediately prior to departure date unless you have not paid for your holiday in full; if we then cancel your holiday you will be entitled to a full refund, b) After the balance due date, except as a result of events beyond our control such as terrorist activity, war, riots, political unrest, natural disasters bad weather or other circumstances amounting to force majeure. If we cancel your holiday at any time, Stephensons Coaches is liable only for monies you have paid to Stephensons Coaches at the time of cancellation.
- 9. OUR PROMISE TO YOU** - We accept responsibility for ensuring that all component parts of your holiday as described in this brochure are supplied to you to a reasonable standard to the best of our ability. If any such part is not provided in the advertised manner, we will pay you reasonable compensation unless the non-provision was due to circumstances which we could not predict and which were beyond our control such as adverse weather, road or traffic conditions etc.
- 10. PERSONAL INJURY** - Whilst participating in arrangements made by us Stephensons Coaches has taken all reasonable and proper steps to ensure that proper arrangements have been made for all holidays which are advertised in this brochure, including Excursions, and that the suppliers of all the services are efficient, safe and reputable and that they comply with the law. Whilst we have no direct control over the provision of services to you by suppliers, we will pay to our clients the equivalent of such damages as they would be entitled to receive under English Law in an English Court for any personal injury to our client, including illness or death, caused by the failure to perform or the improper performance of such services by the servants or agents of ourselves or any of our suppliers contracted or sub-contracted by us to provide any part of the arrangements for your holiday as described in this brochure where such failure or improper performance is due to the fault of such person and not an event which such person could not foresee or forestall even if they had taken all due care.
Note: We will make payments as stated above provided: a) that claims for personal injury are notified to us within 3 months of the return from holiday, b) the injured client(s) assign to Stephensons Coaches any rights against a supplier or other person or party they may have relating to the claim, c) they agree to co-operate fully with us should we or our insurers wish to enforce those rights which have been assigned to us or to which we are subrogated; and d) such payments is limited in the case of transport by water or air to a maximum of such sums as would be obtained under the provisions of the appropriate International Conventions.
- 11. SEAT ALLOCATION** - All seats sold will be sold on a first come first served basis. All requests for certain seats should be made clear at the time of booking.
- 12. TRAVEL INSURANCE** - From 1st January 2009, the sale of travel insurance connected to holiday or related travel will be regulated by the Financial Services Authority. As we do not hold the necessary authorisation, we are no longer able to offer or advise on travel insurance related matters after this date. Please find enclosed a leaflet from our preferred Insurance Brokers which will give you information on how to purchase Travel Insurance from them. Towergate Chapman Stevens are Travel Insurance Specialists in the Coaching Industry. It is a condition of booking that you are adequately insured for any of our holidays. Prior to departure we will request that you provide to us details of your insurers, your policy number and the emergency contact number stated on your policy. It is strongly recommended that you are adequately covered by a Travel Insurance Policy.