

<u>CROSSKEYS COACHES LIMITED – SHORT BREAK HOLIDAY BOOKING TERMS &</u> <u>CONDITIONS</u>

Introduction

These booking conditions, together with our Privacy Notice and any other written information we brought to your attention before we confirmed your booking, apply to your booking with Crosskeys Coaches Limited of Caesars Way, Folkestone, Kent. CT19 4AL (Company number 04459956) ("we" or "us").

Please read them carefully as they set out our respective rights and obligations. In these booking conditions references to "you" and "your" include the leadname person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

Booking

By making a booking, you agree on behalf of all persons detailed on the booking that you have read these booking conditions and agree to be bound by them, and that you are over 18 years of age.

When you make your booking, you must pay any deposit specified at the time of booking. Please check that all names, dates and timings are correct upon receipt of any documents and advise us of any errors immediately.

Special Requests

Any special requests you may have must be made at the time of booking. Whilst we will make every effort to facilitate any special requests, we cannot absolutely guarantee that your request will be fulfilled.

Payment

You will be required to pay a deposit for your booking unless the date of the short break holiday is within eight weeks of the date of booking in which case full payment is required. For short break holidays the deposit will be £50.00 per person. The deposit is your only commitment until eight weeks prior to departure apart from Warner's holidays which is ten weeks prior to departure. Where you only pay a deposit at booking, you must pay the full balance by the balance due date notified to you. If full payment is not received by the balance due date, we reserve the right to cancel your booking and charge the cancellation fees set out below.

Brochure Accuracy

Although we make every effort to ensure the accuracy of our brochure information and pricing, regrettably errors do sometimes occur. You must therefore ensure you check the price and all other details of your holiday with us at the time of booking and when you receive our confirmation invoice.

Cancellations and Amendments

Should the circumstance arise where we are forced to cancel any short break holiday, all monies paid by you for that particular trip will be refunded in full. This does not include credit card charges you may have incurred at booking.

Whilst we do our utmost to ensure that the cross channel travel element of any continental short break holiday is provided as per the description on our brochure or on our website we reserve the right to adjust the crossing from Eurotunnel to ferry or vice-versa should such a change become necessary.

If you, or any member of your party wishes to cancel your short break holiday you must notify us in writing, in any case, the date of cancellation will be the date on which written confirmation is received by us. The person who made the booking, the lead name, must also provide the confirmation of cancellation.

As cancellations incur administrative costs and we may not be able to resell your booking, including ancillary elements to which we may have already committed and may be charged, cancellation charges will be applied on the following scale:

Period before departure within which written instructions are received.	Cancellation charge (excluding any insurance premiums).
More than 42 days	Deposit only
41 to 34 days	50%
33 to 8 days	80%
7 to 1 day	95%
On the day of departure or later including	
voluntary termination during short break holiday	100%

For any cancellation where ancillary costs e.g. hotels, events and attraction tickets, food and beverage etc. have been incurred by us which are not refundable at the point of cancellation the cancellation charges will be the greater of a) the cancellation charge stated above or b) the total of the ancillary charges incurred.

If, after making your booking and receiving our confirmation of same, you wish to make an amendment to your booking e.g. a name change we will do our utmost to make the amendment provided the amendment is requested by the person who has made the booking in the first instance. We reserve the right to make a charge of £10.00 per amendment.

Our Responsibility to You

We accept responsibility for ensuring the holiday which you book with us is supplied as described in our publicity material and the services offered reach a reasonable standard and if you are in difficulty, we will assist you. We will, however, not be liable if there are any unforeseeable or unavoidable actions of a third party not connected with our travel services, or there were unavoidable or extraordinary circumstances, or the lack of conformity is due to a traveller in the party.

Travel Documents

For any short break holiday involving travel into Europe a passport/ID card will be required, valid for a minimum of six months after your scheduled date of return. Non-UK citizens will be required to hold any valid visa/permit to travel required.

We cannot accept responsibility if passengers are not in possession of the correct travel documents and no refunds can be given to those unable to complete their journey for this reason.

Pick Up Locations & Times

Your booking confirmation will confirm the pick up location and departure times will be advised in advance of travel but may be subject to change. You are requested to be at the chosen pick up location at least 10 minutes before the departure time.

The company shall not be held responsible for the late arrival of passengers at their pick-up location who subsequently miss the coach and no refund will be made in those circumstances. Nor shall the company be held responsible for the late arrival of a coach due to circumstances beyond our control e.g. traffic & weather conditions etc.

Seat Allocations

Our seat allocation policy is strictly on a 'first come, first served' basis with exception to the front seats and the seats adjacent to any mid-coach exit which will be reserved for 'blue badge' holders, subject to availability at the time of booking.

Proof of blue badge will be required at the time of booking and all seats will be subject to change.

Luggage

Adequate space is provided in our coaches for luggage but obviously this space is not unlimited, and passengers are requested to restrict their luggage to one medium sized suitcase per person plus small hand luggage which may be taken into the coach. Any individual piece of luggage must weight no more than 15kgs.

Passengers with Disabilities

We are happy to advise and assist you in choosing a suitable holiday. But, as some of the accommodation, resorts, attractions and events we feature may not cater for even minor disabilities, it is important that, when booking, you advise us of any disability, specific need or complex need you may have and any special requirements that will make sure the holiday is suitable.

If a passenger requires personal assistance (for example, assistance with feeding, dressing, toileting, mobilising) then this passenger must travel with an able-bodied companion or carer and written confirmation that such assistance will be provided for the entirety of the holiday may be required at the time of booking. Coach drivers/Tour Managers are unable to provide such assistance.

<u>Important</u>

You must tell us if you have an existing medical condition, disability or complex need that may affect your holiday or other group members' enjoyment of it before you book your holiday. We reserve the right to request a doctor's certificate confirming the passenger is fit to travel. If, in our reasonable opinion, your chosen holiday is not suitable for your medical condition or disability, we reserve the right to refuse your booking. You are responsible for bringing with you the proper clothing and equipment, which we advise you about in our printed trip information. We want you to enjoy your holiday and will help you select an appropriate trip.

You must advise us of you wish to bring a wheelchair Inc. powered wheelchairs or mobility scooter with you on your trip at the time of booking. Your wheelchair should weigh <u>no more</u> <u>than 20kgs</u> and you must be able to place it into the luggage hold of the coach yourself.

Hotel Facilities

We always endeavour to accurately portray the facilities and entertainment at our hotels however some facilities and/or entertainment may be withdrawn by the hotel for routine maintenance or on a seasonal basis and are therefore cannot be guaranteed.

Single occupancy of rooms may be subject to a supplementary charge and will be subject to availability.

If for reasons beyond our control, it proves necessary to change your hotel accommodation, we will undertake to provide alternative accommodation of similar or higher classification. If a major change becomes necessary, we will inform you as soon as is reasonably possible if there is time before your departure. A major change is one that we make to your holiday arrangements before departure which involves changing your day of departure, resort area, or offering accommodation with a lower classification. In such circumstances you must opt for one of the following:

(a) accept the changed arrangements as notified by us.

(b) Purchase another holiday from us at a discount of 5% on the brochure price or

(c) Cancel your holiday.

If you choose (c) we will refund all the money you have paid to us but will have no further liability to you.

Health & Safety

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. There may be countries that we visit that have special medical requirements for tourists. These regulations are subject to change and our clients are responsible for complying with entry and current health requirements. If you are not sure of the health requirements for the country you are visiting, you are advised to check with your own GP before travelling. You are also advised to refer to the Department of Health leaflet "Health Advice for Travellers".

Some people may be at risk from discomfort or deep vein thrombosis (DVT) if they remain immobile on a journey for a long period. If you are planning to undertake a journey of more than three hours, you should consult your doctor, if you have ever had DVT, pulmonary embolism, a family history of clotting conditions, cancer or treatment for cancer, stroke, and 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 requested doctor's certificate confirming that you are fit to travel. Where we provide comfort stops you are encouraged to walk around. Exercise reduces any discomfort, which may be caused by periods of immobility.

Travel Insurance

We strongly advise that you take out personal travel insurance to cover your short break holidays. We can offer travel insurance through referral to Holiday Extras, please request this at time of booking.

Your insurance should cover medical and repatriation costs, personal injury, loss of baggage and cancellation charges. If you do not have adequate insurance and require our assistance during your 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.

It is also advised to make sure UK residents are in possession of European Health Insurance Card (EHIC) when travelling abroad.

Conditions of Carriage

On occasion some short break holidays will be operated with vehicles other than those owned by us and the specification of those vehicles may therefore be different to that

detailed in our brochure, on our website or commented on at any time during the booking process.

To reduce pick up times to a minimum, a feeder vehicle may be used, and passengers transferred to the main coach at another pick up location. The feeder vehicle may be a coach, minibus or car.

Your property is carried at your own risk at all times and we shall not be responsible for any property or equipment left on the coach. Any item of lost property will be held for a period of 1 month following the date of the tour in accordance with the minimum regulation laid down by the Road Traffic Act 1960 & the Public Services Vehicles (Lost Property) Regulations 1995.

It is a legal requirement that seat belts must be worn at all times in the UK and Europe. If you refuse to wear a seat belt or forget to use it, you will not be covered by our insurance and any fines incurred will have to be paid by yourselves.

For the comfort of all our passengers: -

- a) We operate a strict NO SMOKING policy on all our coaches, including the use of electronic cigarettes.
- b) The consumption of alcohol is not permitted.
- c) You may not play a radio or anything other audio device on the coach.
- d) You may not bring a pet or other animal on the coach.

We reserve the unconditional right to refuse a booking or terminate a passenger's trip in the event of unreasonable conduct.

Complaints

Any complaints should be made in within 7 days of your day trip by either: -

- a) In writing to Crosskeys Coaches Limited, Ceasars Way, Folkestone, Kent. CT19 4AL or
- b) By Email to info@crosskeys.uk.com

Force Majeure

We cannot accept responsibility for any disruption prior to / during or after a trip, arising out of matters of which we have no control, e.g. war, threat of war, riot, fire, flood, bad weather, industrial dispute, acts of terrorism or government action or similar events. We always allow plenty of time for the journey to a destination. In the unlikely event of a coach failing to arrive at the destination, or arriving after a show/performance start time, pre-booked time slot, or similar, we accept no responsibility for any such failure caused by accident, mechanical breakdown, bad weather, traffic or external forces outside of our control.

No travel costs will be refunded once a journey has commenced.

Errors & Omissions

Every effort has been made to ensure that all details enclosed are correct at the time of print. The brochure(s) and websites are merely a guide for you to make your choice when booking. We cannot be held responsible for any errors or alterations that may occur.

Privacy notice

We are committed to respecting your privacy and protecting your personal information. Our Privacy Policy is available on our website.

Law and Jurisdiction

These terms and conditions are governed by English law and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.