

BOOKING CONDITIONS - OUR TRADING CHARTER WITH YOU

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 and 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

How and when do I make this contract with Vision Tours?

We welcome you making contact with Vision Tours in a number of ways. You can write to us, phone us, book on-line or email mail@vision-tours.co.uk 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 booking. We will send you the confirmation of your booking within seven working days. Please check this confirmation very carefully to ensure all the information is correct and tell us immediately of any errors.

How is my holiday money protected?

Vision Tours fully complies with the package travel regulations offering total financial security. All moneys are paid into a Trust Account under EC Directive 90314 until after your holiday to provide protection for your holiday money, in the unlikely event that Vision Tours, for financial reasons, cannot carry out their obligations to you the passenger. This means that all pre paid monies to this company are held completely separate from the day to day business account.

When do I need to pay for my holiday and 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 no later than six weeks before you travel

If you book within the balance due period, you will need to pay the total holiday cost at the time of your 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.

Deposit £80.00 per person for UK holidays

Deposit £120.00 per person for European Holidays

Deposit £100.00 per person for holidays including a theatre ticket

Your balance is due at least six weeks prior to 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 for you. 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.

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; or

- 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 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 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 holiday, the difference in price will be refunded. Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your holiday due to contractual and other protection in place.

In addition to sterling we use the following currencies in calculating our holiday prices. **Below are the equivalent exchange rates to £1 sterling from Travelex dated 16.01.2020**

Country **Exchange rate** Euro – 1.15

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 to do so. Any changes must be notified to us in writing and signed by the person who signed the booking form or the lead name if made by any other booking method. If we are able to make the changes an amendment fee of £5 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 for the holiday and a change cannot normally be made later than seven days for prior to departure. We will make an administration charge of £20 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 made the booking 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 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 the travel agent or we receive your written confirmation of your cancellation. You must also 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.

Scale of Cancellation Charges

Period before departure within which written cancellation of holiday price is received	Amount of cancellation charge as a %
More than 43 days	Deposit Only
42 - 31 days	35% - or deposit, if greater
30 - 15 days	65%
14 - 1 days	100%
Departure day or later including voluntary termination during the package	Total package cost

These cancellation charges apply to coach holidays only.

For air and cruise cancellation terms and conditions please contact our office.

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 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 24 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), or the specification of the coach.

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;

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.

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.

Scale of Compensation

We will pay you compensation for significant changes on the following scale: in respect of holidays of 5 days and over:

Period before departure in which significant change is notified to you or your agent

	Amount per person
More than 42 days	Nil
42 to 29 days	£5
15 to 28days	£10
8 to 14 days	£15
0 to 7 days	£20

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 following 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 war or threat of war, riot, civil strife,

terrorist activity, industrial disputes, fire, quarantine, epidemic or health risks, natural or statutory right to claim further compensation if, in all the circumstances, you remain dissatisfied.

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 (as described above).

What do I need to do if I have to complain?

If you have a complaint or problem 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.

If your complaint cannot be completely resolved locally, you must complete a Holiday Report Form which can be obtained by your Driver or local Representative, which you should keep. If you remain dissatisfied please follow this up within 14 days of your return home by writing to Vision Tours, Park View, Devizes, Wiltshire SN10 1PJ giving your original booking reference number and all other relevant information, including the reference of the Holiday Report Form without this form your complaint will be void. It is therefore a condition of this contract that you communicate any problem to the supplier of the services in question AND to our Representative whilst in resort and obtain a written report form. If you fail to follow this simple procedure, we cannot accept responsibility, as we have been deprived of the opportunity to investigate and rectify the problem.

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 a 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, on coaches which carry out transfers to and from seaports or airports.

Should you wish to upgrade to the front seats, subject to availability this can be done for a supplement of £5 per person per day.

Health & 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 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. 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, ship's captain, or authorised official of other means of transport is entitled to refuse you boarding if in their reasonable opinion you are unacceptably under the influence of drink or drugs or you are being violent or disruptive. 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 above. 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.

The following conditions apply in addition to the standard excursions conditions of carriage for excursions to football matches or other designated sporting events.

(a) Attention is particularly drawn to the requirements of the Sporting Events (Control of Alcohol Etc), Act, 1985 as amended by the Sporting Events (Control of Alcohol Etc.) Act, 1992 (c.57), which specifically prohibits the carrying or consuming of alcohol on coaches travelling to or from designated sporting events.

(b) It is also an offence under the above legislation for a person carried on a public service vehicle travelling to or from a designated sporting event to be in possession of intoxicating liquor and/or to be drunk. Drivers and Company officials may search any bag, holdall or carrier to satisfy themselves that no intoxicating liquor is being carried.

(c) In the event of any passenger being in breach of condition (b) above, the passenger shall be

liable to the Company and its employees or agents for all costs incurred by them and arising as a result of such breach, including any fine or fines imposed upon them by virtue of Section 1 of the Sporting Events (Control of Alcohol Etc) Act, 1985 as amended by the Sporting Events (Control of Alcohol Etc.) Act, 1992 (c.57). Such passenger will be refused travel and no refund will be made.

No smoking policy

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

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.

Pick up point, 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.

We cannot accept responsibility if passengers are not in possession of the correct travel documents. For full details on passport requirements, please contact 'the identity and passport service' on 0300 222 0000 (www.direct.gov.uk)"

When you have paid the balance we will send you a receipt of balance. 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.

Vision Tours reserve the right to modify itineraries to conform with 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. 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.

What happens if I am delayed?

Your travel insurance may cover you for some delays. You will understand that be it due to weather conditions, mechanical failure, an accident or some other reason the location of any delay cannot, even with all due care, be predicted, nor the circumstances or conditions that may exist. Accordingly we cannot accept liability for any inconvenience or expenses you may incur. In the event of a delay to mechanical failure or an accident, we undertake to do our utmost to remedy the problem or to arrange an alternative vehicle as quickly as possible. We will make every effort to operate coaches of the same standard, but cannot accept a claim on the basis of an inferior vehicle being used as a replacement or in cases of Force Majeure - Important as described in these conditions. A delayed coach may necessitate reduced meal and leg stretch stops.

Liability cannot be accepted where delays, changes or cancellations or the non-performance or improper performance of our obligations in whole or in part, are caused by events amounting to Force Majeure (i.e. any event which we or the supplier of the services in question could not, even with all due care, foresee or avoid.) This includes events such as war or threats of war, riots or civil strife, terrorist activity, industrial disputes, natural or nuclear disaster, fire, adverse weather, poor snow conditions, high winds, traffic conditions or mechanical failure or other circumstances amounting to Force Majeure. We will of course use our best endeavours to help resolve any situation.

Do I need to take out travel insurance?

Travel insurance is compulsory on all holidays/tours that travel out side of the United Kingdom. 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. You do not need to take out our travel insurance but you should have insurance, which is at least as good 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 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 package travel arrangements or an 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 ourselves. We limit the cost of our assistance to you and any member of your party to £5000 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 in 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 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.

Special requests

If you have a special request, we will do our best to help but, as set out below, we cannot guarantee that it will be fulfilled. Please inform 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 special request has been noted or passed on to 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 special 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 this will be shown on the brochure page. The payment of a single room supplement does not imply that any room allocated will be anything other than a single room.

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.

Data Protection Act

In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements we 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 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/religious requirements. If we cannot pass this information to the relevant suppliers, whether in the EEA or not, we cannot provide your booking. In making this booking, you consent to this information being passed on to the relevant persons.

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 may share your information with other carefully selected third parties who may contact you by direct mail, telephone or electronic means. If you do not wish to receive the further information about products and services (from either ourselves or third parties) please write to the data controller.

Driver & Courier

Gratuities are not included for your driver and courier. We feel that you would rather deal with this personally, but for good service we would suggest £1 per day from each passenger for each member of your crew.

Luggage

For maximum clothing protection we recommend moulded suitcases. Please pack a separate bag for overnight stops. We suggest one medium suitcase per person. Remember, our Driver has to lift luggage by Hand. Therefore only a maximum weight of 20 kilograms per case will be allowed. You must attach issued Luggage Labels to all items. Should you bring over this amount of Luggage, we cannot be held liable should there not be enough room on the Coach. It is the Client's responsibility to ensure that luggage is loaded onto all coaches. All baggage and personal items are carried at the owner's risk. Never leave luggage unattended.

Porterage

Please note that porterage at hotels is not included. You may however ask your driver for assistance.

Personal Items

Please leave any valuables in a safe-deposit box in the hotel, including cash and travellers cheques. Such items are not covered by insurance if stolen from hotel bedrooms. We do not accept liability for any personal items left at the hotel.

Theatre Ticket Allocation

Passengers should note that we have no direct control over theatre ticket allocation. Theatre seating cannot be pre-selected or guaranteed. Therefore on odd occasions ticket allocation may require parties to be split in the theatre.

Accommodation

Individual hotel details show if facilities include air-conditioning and passenger lifts. Although some hotels advertise air-conditioning, some hotels only activate the units at certain times of the year – over which we have no control. Certain items in hotels such as saunas and solariums may incur charges. Some hotels have accommodation in separate buildings to the main hotel complex. Many hotels hold functions that may cause extra noise. Unfortunately, this is beyond our control.

Meals

British tours: We offer a choice menu on all British tours - English cooked breakfast is included and evening meals are normally buffet style or table d'hote with tea or coffee served afterwards unless stated otherwise.

European tours: Breakfast is usually a continental buffet, while dinner is a three-course set menu and all drinks with your evening meal including tea and coffee are charged as extras unless

otherwise stated. Some tours require set meal times and individual tables are normally not available. All Hotels request that no items are taken away from the Restaurant.

Brochure/Web Site / Leaflet Accuracy

Although Vision Tours make every effort to ensure the accuracy of the 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