

TELFORD'S COACHES LIMITED - CONDITIONS OF BOOKING

Your contract is with Telford's Coaches Limited of 1 George Street, Newcastleton, Scottish Borders.

1. Your holiday contract

When you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these booking conditions. Please spend a few minutes reading the Conditions of Booking since they detail our obligation to you once a booking is confirmed. This contract is made on the terms of these booking conditions which are governed by the Law of Scotland and the jurisdiction of the Scottish Courts.

2. Your holiday price

When you make your booking you must pay a deposit of £35 of the holiday cost per person. The outstanding balance of the price for your travel arrangements must be paid at least forty two days before your departure date. Please note that no reminder will be issued. If the deposit and/or balance is not paid on time we shall reserve the right to cancel your travel arrangements. If the balance of the holiday price is not paid on time we shall retain your deposit and apply cancellation charges as set out in Paragraph 3 of these Conditions.

- a) We guarantee that the price of your holiday will not be subject to any surcharge except in the case of variations in
 - (i) transportation costs including the cost of fuel
 - (ii) dues, taxes (including the rate of VAT), or fees chargeable for services such as embarkation or disembarkation fees at ports;
 - (iii) exchange rates apply to the particular package.
- b) Even in this case we will absorb an amount equivalent to 2% of the holiday price which excludes insurance premium and any amendment charges. Only amounts in excess of this 2% will be surcharged but where a surcharge is paid there will be an administration charge of 50p per person.
- c) Surcharges will not be imposed within the thirty days of departure. Revised changes to any given variable will be calculated by taking the total change in the variable element concerned in relation to each passenger. This amount will then be added to or deducted from the original holiday price exclusive of VAT. The revised VAT will then be added to the new VAT exclusive price to arrive at the revised VAT inclusive price. Full payment is required for all bookings received within forty two days of the tour departure date.

3. If you cancel your holiday

You or any member of your party may cancel your travel arrangements at any time. A written notification from the person who made the booking on your behalf must be received at our offices. Since we incur costs in cancelling your travel arrangements you will have to pay the applicable cancellation charges up to the maximum shown below.

Period before departure	Charge
Prior to 42 days	Deposit
28-42 days	30% of holiday cost
14-27 days	45% of holiday cost
7-13 days	60% of holiday cost
0-6 days	100% of holiday cost

Alternatively, you have the right to transfer the booking to another person provided that they satisfy all the conditions applicable to the package as long as you give the Company at least seven days written notice of your intention to do so.

Both you and the person to whom you transfer the booking will be responsible for payment of any outstanding monies and in addition there will be an administrative fee of £5.00 to cover costs incurred.

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

It is a condition of your contract with Telford's Coaches Ltd that you should take out insurance to cover you in the event of illness, personal injury or death during the course of your holiday.

Telford's Coaches can arrange travel insurance on your behalf. Please advise at the time of booking if you wish to purchase travel insurance.

4. If we change or cancel your holiday

Rarely there is insufficient demand for a particular tour – minimum twenty full paying passengers – and in such cases we reserve the right to cancel the tour. In this event we will inform you in writing as soon as possible offering an alternative tour or full refund of all monies paid by you including travel insurance premium if applicable to your booking. We will not cancel a tour within four weeks of the tour departure date except for reasons beyond our control such as the cancellation or change of date of a particular event, industrial dispute or adverse weather conditions. It is highly unlikely we will have to make any changes to a particular tour but arrangements are made many months in advance and changes sometimes become necessary.

We accept responsibility for the standard of the packages we provide and for all their component parts. We also undertake to maintain such standards in a manner commensurate to the cost of the package. We accept responsibility for the acts and/or omissions of our employees, agents, contractors and suppliers (which expression shall be limited to mean the suppliers which we have contracted to provide to you). These assurances are subject to the following qualifications:

- a) That in the event of death, bodily injury or illness, our responsibilities are limited as set out below.
- b) When you travel by coach or sea carrier their conditions of booking apply some which limit or exclude liability.
- c) We are unable to accept responsibility for loss or expenses caused by abnormal events during the tour which are outside our control. By this we mean such circumstances as (but not limited to) cancellation of an event, adverse weather conditions, traffic congestion, strike, civil commotion, road traffic diversions, technical faults or mechanical breakdown, the closure of a sea port, war, riot, industrial dispute, terrorist activity (actual or threatened) and natural disasters.
- d) It may be necessary to amend our advertised itinerary routing in order to avoid known traffic congestion, diversions and adverse weather conditions.
- e) We are unable to accept any responsibility whatsoever for loss or damage to goods of a personal nature throughout the duration of the tour. We have taken all reasonable and proper care to ensure that suppliers such as Hotels, Ferry Companies etc are efficient and reputable concerns and that they comply with the local and national laws of the country in which they supply their service. If you or any member of your party suffer death, bodily injury or illness arising from the negligence of our suppliers which expression shall be limited to mean the suppliers of services which we have contracted to supply to you and shall also expressly exclude coach and sea carriers as subcontractors servants and agents we will accept responsibility providing they were acting within the scope or the course of their employment when the incident occurred.

5. If you have a complaint

All complaints that are received are thoroughly investigated and customers are kept informed during the course of the investigation. You will appreciate that some times we are dependent on responses from third parties such as ferry operators or hoteliers who may take some time to respond to our enquiries. Should you have a reason to complain please inform our driver immediately who will do his/her best to help you there and then. We would strongly suggest that you communicate any complaint to the supplier of the services in question eg the hotel as well as to ourselves. This simple procedure alerts the supplier to the possibility of an investigation into your complaint and is of assistance to us. If the matter cannot be put right on the spot, you must notify us in writing within twenty eight days of the completion of your holiday.

6. Our liability to you

We accept responsibility for ensuring that your travel arrangements which you booked with us are supplied as described in our advertisements to a reasonable standard and this includes any optional excursions which may be purchased. If any part of the holiday is not provided in the advertised manner we will pay you reasonable compensation unless our failure to do so was caused by circumstances which we could not predict and/or which were beyond our control such as adverse weather, road or traffic conditions or force majeure. Please remember that there may be times when certain amenities are temporarily not available and that a facility we have described in our brochure may have been modified or is not available. For example electrical equipment may break down. Some services may be affected by weather conditions and their availability is entirely at the discretion of the provider of services. Entertainment (particularly live entertainment) provided by hotels is frequently subject to demand and its nature and/or frequency may be varied if there is a lack of demand or insufficient numbers staying in the hotel). The use of ferries can be affected by inclement weather and travelling arrangements involving these may have to be cancelled or alternative arrangements made. Whenever possible suitable alternatives will be offered. The journey times in our advertisements are for guidance only and are clearly subject to weather and traffic conditions. The Tourist Board accommodation categories or star ratings shown against hotels are given as a guide only. Telford's Coaches Limited cannot be held liable if any hotel subsequent to this brochure being published withdraws from the grading scheme or fails to conform with the criteria laid down by the Grading Authority.

7. Personal Injury (whilst participating in arrangements made by us)

Telford's Coaches Limited has taken all responsible and proper steps to ensure that the correct arrangements have been made for all holidays which are advertised by us including optional excursions offered by us and that the suppliers of all the services are efficient, safe and reputable and that they comply with the local and national laws and regulations of the country in which they provide these services. Whilst we have no direct control over the provision of services to you by suppliers we will pay the equivalent of such damages as you would be entitled to receive under the Law of Scotland in a Scottish Court for any personal injury to you including illness or death caused by the failure to perform or the improper performance of such services by the servants or agents or 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 our advertising where such failures or improper performances due to the fault of any such person and not an event which such person could not foresee or forestall even if they had taken all due care.

We will make payments as stated above provided

- (a) the claims for personal injury are notified to us in writing within one week of the return from holiday;
- (b) the injured person assigns to Telford's Coaches Limited any rights against the supplier or any 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 these rights which have been assigned to us or to which we are subrogated; and
- (d) such payment is limited in the case of transport by water to a maximum of such terms as would be obtained under the provisions of the appropriate international convention. This assignment is necessary to enable us to try and recover from suppliers any compensation we have paid to clients and associated costs, arising from personal injury to clients caused by the fault of those suppliers. If we recover more than such components and costs, any excess will be paid to the injured person.

8. Personal Injury (unconnected with arrangements made by us)

Where appropriate and subject to our reasonable discretion, we will afford general assistance to particular individuals who through misadventure suffer illness, personal injury or death whilst travelling on a Telford's Coaches Limited tour arising out of any activity which does not form part of the advertised itinerary or part of an optional excursion offered through the Company and which is the responsibility of a third party.

9. Other terms and holiday excursions

Whilst we will endeavour to allow suitable sightseeing halts en route, these may vary in length according to weather and traffic conditions. Orientation drives, cruises, sightseeing tours and evening excursions are of varying lengths; your driver will be able to give you more details. Optional excursions will operate subject to the minimum number of passengers wishing to take part. Some itineraries may include ferries and other forms of transport which may be affected by inclement weather and may have to be cancelled. Whenever possible a suitable alternative will be offered.

On our tours you may not

- (a) bring a pet or any other animal (other than guide dogs in the UK or Eire by arrangement)
- (b) play a radio, portable TV, CD or cassette player or use a mobile phone on the coach
- (c) smoke on the coach or
- (d) consume alcohol on the coach.

Telford's Coaches reserves the unconditional right to refuse a booking or terminate a client's holiday in the event of unreasonable conduct which in Telford's Coaches opinion is likely to cause damage, distress, danger of annoyance to any other clients, employees, property or third party. If you are prevented from travelling or continuing your holiday by such a termination, Telford's Coaches responsibilities for your holiday thereupon ceases. Full cancellation charges will apply and Telford's Coaches will be under no obligation for any refund, compensation or loss, which may incur. Smoking is not allowed on any of our own coaches. If you ignore this rule and thereby cause inconvenience, distress or disappointment to other passengers, you may be asked to leave the holiday, see paragraph above.

You are responsible for ensuring that you are at the correct departure point at the correct time, and we cannot be liable for loss or expense suffered by passengers because of their late arrival at any departure point. Excursions are included in the price of most holidays 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 price of the holiday unless otherwise stated.

10. Baggage and personal luggage

Every effort will be made to look after your personal luggage but it is carried at owners' risk. It is however your responsibility to see that your luggage is on the correct coach. Assistance with handling will be rendered whenever practicable but the responsibility remains with you at pick-up points, feeder transfers, customs checks and hotels to ensure that your baggage and personal luggage is correctly labelled and has been placed on the correct coach/mini bus or taxi and unloaded at the correct hotel. Although our vehicles have large luggage compartments, we have to adhere to regulations concerning the overall weight of fully laden vehicles. We would therefore ask you to restrict your luggage to one medium sized suitcase. It is a condition of travel that any items over and above this are notified in writing to Telford's Coaches Limited and this includes collapsible wheelchairs.

Note : Unfortunately battery driven chairs or vehicles cannot normally be accepted.

SUMMARY OF TRAVEL INSURANCE FOR THE UNITED KINGDOM AND EUROPE

COVER	SUM INSURED	EXCESSES
Cancellation	£1,500 United Kingdom / Europe £3,500 Worldwide	Holidays up to 3 days No excess, loss of deposit or cancellation Holidays over 3 days Loss of deposit: £10 Cancellation: £35
Personal Accident	Up to £15,000 death and corresponding benefits. Death benefit limited to £7,500 persons age 65 and over at time of travel	No excess
Medical expenses including repatriation and curtailment	Up to £2,000,000	£50
Additional travelling expenses – United Kingdom	£1,000	£30
Emergency medical assistance	24 hour services both UK, Europe and worldwide	Refer to medical expenses
Medical inconvenience benefits	£10 per day up to £100: United Kingdom £15 per day up to £450: Channel Islands, Europe and worldwide	No excess
Personal Property inc money	£1,500 in all Single article limit £200 Valuables etc £200 in all Personal money £200 Delayed baggage up to £100	Personal property & money £30 Delayed baggage excess 12 hours
Loss of Passport	Up to £200	No excess
Missed Departure	Up to £100 (UK) £300 (Europe) £600 (Worldwide)	No excess
Travel Delay	Travel delay: up to £60 Cancellation (holiday abandonment): up to £3,500	Travel delay excess 12 hrs. Holiday abandonment excess £35
Personal Liability	Up to £2,000,000	No excess
Legal Expenses	Up to £10,000	No excess
Fourteen day refund	Premium refund if policy not satisfactory	Not applicable
Insurer Claims Adjuster Emergency Assistance Legal Expenses Assistance	AXA Insurance (UK) plc Towergate Chapman Stevens (Claims Department) International Medical Rescue AXA Insurance (UK) plc	

The above is a brief summary of the travel insurance cover for the United Kingdom and Europe. Refer to the Certificate of Insurance for full terms, conditions and exclusions