TRADING CHARTER

Eddie Brown Tours Ltd of Unit 370, Thorp Arch Estate, Wetherby - OUR TRADING CHARTER WITH YOU. This charter applies to all holidays within this brochure and any subsequent leaflets issued during 2013.

1. Does this Trading Charter Apply to My Booking?
Yes, if you are booking a "package" to which the Package Travel, Package Holidays and Package Tours Regulations 1992 apply and which does not comprise a flight, but not otherwise. In brief, those Regulations apply to a booking of at least two of the following components when sold or offered for sale at an inclusive price and when the service covers a period of more than twenty-four hours or includes overnight accommodation:-
- transport
- accommodation
- other tourist services not ancillary to transport or accommodation and accounting for a significant proportion of the package

2. Why should I read this?
Because it is very important. Our Trading Charter forms a key part of our agreement with you because it not only comprises the booking terms and conditions for the booking of your package, but also the Consumer Guarantee (described below) from The Bonded Coach Holidays Group ("BCH Group"), part of the Confederation of Passenger Transport UK, providing protection for the money you pay to us for the booking should we go out of business. Both the booking terms and conditions and the Consumer Guarantee, together with the confirmation of booking we give you at the time we commit to your booking for you, together make up the legally binding contract between you as the lead name making the booking, anyone else in your party and us. When you make this booking as the lead name you undertake that you are 18 and have the authority to accept, and do accept, on behalf of your party the terms of this Trading Charter. This contract is made subject to the terms of this Trading Charter, which are governed by English Law, and the non-exclusive jurisdiction of the English Courts. However, if you are resident in Scotland or Northern Ireland, you are able to choose the law and courts in your country, but if you wish to do so we would ask you to request this before placing your booking.
This Trading Charter and the Consumer Guarantee will not apply to any booking involving any type of flight. Instead, if you are booking a holiday which includes a flight, you will be supplied with the full booking conditions of the ATOL holder arranging your holiday with whom you have a contract. Your booking agent will have a copy or alternatively you can request one prior to booking your holiday from. If you did not see this Trading Charter before making your booking and you are not happy to proceed with the booking now that you have seen it, you must return all documentation to us or the booking agent within 7 days of receiving this charter. Your booking will then be cancelled and your monies returned in full, provided you have not commenced travel.

3. How and when do I make this contract with you?
We welcome you making contact with us in a number of ways. You can write to us, phone us, use a booking agent or visit us at our Travel Centre. 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, or your booking agent the confirmation of your booking within 7 working days with a copy of this Trading Charter if requested. Please check this confirmation very carefully to ensure all the information is correct and tell us, or your agent, immediately of any errors.

4. How is my money for the package I book protected?
Your money is protected by the Consumer Guarantee described below and provided to you by the BCH Group. This is possible because we subscribe to the Code of Conduct of the BCH Group, which requires us to take out a bond from a financial entity in favour of the BCH Group for it to use to provide protection for your package money in the unlikely event that, for financial reasons, we can't carry out our booking obligations to you.

5. BCH Group Consumer Guarantee
The Bonded Coach Holiday Group guarantees to you that in the event of our failure through insolvency to provide your package as booked, BCH Group will:

5.1 Wherever possible, arrange for your package to be completed;

5.2 Where failure occurs after your package has begun, arrange for you and those in your party covered by the booking to be returned by an appropriate means of transport to their UK area of departure;

5.3 If the package cannot be completed as booked, to reimburse your booking-payments received by us, provided that BCH Group will first take in to account and withhold an appropriate amount if any part of the service has already been provided (including any substituted service) or you are entitled to a refund from your credit card provider.

In the event that you are to be reimbursed under the BCH Group consumer guarantee, you will be asked to assign absolutely to BCH Group any right, claim or cause of action which you may have arising out of or connected with the subject matter and will be asked to assist BCH Group in any claim brought by them connected with the subject matter.

6. Payments by Credit Card
If you made payment for the booking of any services using a credit card it is likely in many circumstances that you have recourse against the credit card company in the event of services not being supplied in whole or in part due to the supplier's financial failure. In those circumstances, you will be advised to check that you have exhausted your remedies against the credit card company.

7. When do I need to pay for my package and how much?
We reserve the right to alter the prices of any of the packages that we advertise. At the time of booking you will be told the current price of the package. 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, but we are not committed to the booking until such time as we provide you with our confirmation of booking. Our commitment is always conditional upon any balance being paid before the dates listed below. If you book within our balance due period you will need to pay the total package cost at the time of your booking. 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 in this charter. The date of cancellation will normally be the date on which we receive your written confirmation that you intend to cancel or 15 days after the balance due date, whichever comes first.

Deposit - £70.00 per person (coach holidays) £100.00 per person (theatre/event breaks) and minimum £150.00 per person (air/cruise holidays).

Your balance is due 10 weeks prior to departure (air/cruise holidays) and 4 weeks prior to departure (coach holidays). The balance due date is shown on your booking confirmation. No reminders are sent, you will be contacted by telephone if this balance is not received.

Where optional items are purchased as part of the 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.

8. If I use an agent who does my money belong to?
Your agent will hold your deposit on your behalf until we issue a confirmation of your booking, which confirms there is a contract between us. 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 to us.

9. Can you change the price of my package after you have issued the booking confirmation?
Yes we can, but only in very limited circumstances. The price of your package 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 package booked.
- Dues and taxes including changes in VAT or any other Government imposed charges.

In the case of any variation described above, an amount equivalent to 2% of the price of your package, which excludes insurance premiums and any amendment charges, will be absorbed. An administration fee of £1 per person will be paid by you. If this means that you would have to pay an increase of more than 10% of the price of your package before increase, 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 revised invoice. Alternatively, you can accept an offer of an alternative comparable package of equivalent or superior quality, if available, or an alternative package of lower quality, if available. You may then transfer payment made in respect of the original package to the alternative package. If the cost of the alternative package is less than the original package, the difference in price will be refunded. We will also pay compensation as set out below. Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your package due to contractual and other protection in place. All UK holidays are costed at current VAT rate of 20%.

In addition to sterling, we use the following currencies in calculating our holiday prices. Below are the exchange rates for £1 sterling quoted by the Travelex Corp dated 9th November 2012.

Country Exchange Rates Used

Denmark	Kroner	9.04
Euro	€	1.22
Poland	Zolty	4.87
Switzerland	Franc	1.46

10. Can I change my package 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. If we are able to make the changes an amendment fee of £25.00 per booking confirmation will be payable plus the cost that we incur in making the amendment. The costs of making a change increases the closer to the departure date you want to make it. 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 in this charter. A significant alteration would include a change of departure date, holiday or number of people travelling. 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.

11. 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 package and a change cannot normally be made later than 14 days prior to departure. We will make an administration charge of £25.00 per person for every transfer we make plus any reasonable additional costs caused by the transfer. You will remain responsible for ensuring that the package is paid for by the balance due date. This is in addition to (and does not affect) the separate liability of the transferee to us. Insurance premiums CANNOT be transferred.

12. How can I cancel my package?
You, or any member of your party, may cancel at any time provided that the cancellation is made by the person in whose name we issued the confirmation of 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 estimated 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.

13. Scale of Cancellation Charges

Period before departure within which written cancellation of package price is received	Amount of cancellation Charge as a % of total package cost
COACH HOLIDAYS	
More than 28 days	Deposit
27 - 21 days	50%
20 - 15 days	70%
14 days - departure date (or later including voluntary termination whilst on holiday)	100%
AIR HOLIDAYS	
More than 56 days	Deposit
55 - 29 days	30%
28 - 15days	50%
14 - 8 days	80%
7 days - departure date (or later including voluntary termination whilst on holiday	100%

14. What happens if you change my package?
The arrangements for your package will usually have been made many months in advance. Sometimes changes are unavoidable and we reserve the right to make them at any time. Most of these changes are likely to be minor and we will do our best to keep you or your booking agent informed. If, after booking and before departure, we make a significant change to your package you will have the option of withdrawing from the package without penalty or alternatively you may transfer to another package 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 12 hours, a change of departure point, location of resort or type of hotel, (excluding single overnight hotels on touring packages where the quality of the hotel is comparable). On all of our holidays we reserve the right to use either a ferry or Channel Tunnel crossing for the journey between England and France. If you withdraw from the package because we have made a significant change or if we have to cancel your package for any reason other than non-payment by you we will offer you the choice of:

- A comparable replacement package if available
  or:
- A replacement package of lower quality together with a refund of the price difference
  or:
- A full refund of the money you have paid, to include any insurance premiums if these cannot be transferred or re-used.

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 set bearing in mind the need to safeguard the booking arrangements of other customers.

15. Scale of Compensation
We will pay you compensation for significant changes on the following scale: Period before departure in which significant change is notified to you or your agent;

	Amount per person Coach Holidays Under 5 Days	Amount per person Coach Holidays 5 Days & Over
Over 28 days	Nil	Nil
27 - 21 days	£10	Nil
20 - 15 days	£15	Nil
14 - 8 days	£20	£10
7 - 0 days	£25	£15

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 package arrangements or cancel your package we will pay you compensation on the above scale unless;
- The package 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 package.
- The package 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, which we call force majeure, include, but are not limited to, 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.

If, after departure, we need to make a change to a significant proportion of your package 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.

16. What is the extent of our liability?
Your package contract with us will be performed or provided with reasonable skill and care. We accept responsibility if you or customers named in the booking suffer death or personal injury, or the contractual arrangements are not provided as promised as a result of the failure of us or our agents or suppliers or the employees of each whilst acting in the course of their employment unless the failure or improper performance is due to;
- You, or
- Any of the following:
- A third party unconnected with the provision of the travel arrangements, or
- Unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or
- An event which we or our suppliers, even with all due care, could not foresee or forestall

Provided that in these 3 events we would still endeavour to give prompt assistance if you are in difficulty and, if you inform us that you don't believe you have received the contracted service, we will make prompt efforts to find appropriate solutions.
For claims which involve death or personal injury we do not impose any restriction upon our liability to the extent that it arises from our negligence. For all other claims which do not involve personal injury or death, the most we will have to pay if we are liable to you is twice the price you've paid for your package (not including insurance premiums and amendment charges).
Our liability will also be limited in accordance with/or in line with all relevant international convention. These include the Athens Convention (applies to transport by ship), the Berne Convention (applies to transport by rail), the Geneva Convention (applies to transport by road) and the Paris Convention (applies to accommodation). You can get copies of the relevant conventions from the Internet or from us. You should also note that these conventions limit or remove the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. We will apply the limits of these Conventions to any payments to you as if we were the carrier.
The above suppliers (such as accommodation or transport providers) have their own booking conditions or conditions of carriage, and these conditions may limit or remove the relevant transport provider's or other supplier's liability. You can get copies of such conditions from our offices, or the offices of the relevant supplier. We will pay you in accordance with these conditions which are incorporated into the Trading Charter.
If we make any payment to you or any member of your party for death or 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. NB: this clause does not apply to any separate contracts that you may enter into for excursions or activities during or outside of your package.

17. What do I need to do if I have to complain?
If you have a complaint during your package 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 they are unable to resolve the problem to your satisfaction you should complete a Complaint Form which is available from the driver/representative. You will be given a copy of this report which you should keep. If, on your return, you remain dissatisfied you should write within 28 days to Eddie Brown Tours, Unit 370, Thorp Arch Estate, Wetherby LS23 7EG. In your letter you will need to quote your booking reference number, holiday number, departure date and the number of the Complaint Form which you completed at the time. 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 at the time. We will take into account the date you first drew the problem to the attention of our driver/representative or supplier when responding to your complaint and it may affect your rights under this Trading Charter if we have not been able to investigate and remedy the situation at the time.

18. Children's reduction
On all UK centred packages and some foreign tours a % reduction is available for children aged between 4 and 12 providing the child shares a room with two full fare paying passengers. Please enquire at time of booking.

19. Our Coaches
We will always use our reasonable endeavours to provide a coach to the specification as described in our brochure or advertisement but reserve the right to substitute an alternative vehicle should unforeseen circumstances arise. There is a seating plan of the coach for each package, 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 packages 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 package departure points, on coaches which carry out transfers to and from seaports or on Eddie Brown Tours connecting services. Tours with coach transfers only (e.g. airports) where the coach does not travel with the group will be our standard or smaller vehicles.

20. Hotel Facilities
Some hotel facilities, such as indoor or outdoor swimming pools or leisure facilities, may from time to time be withdrawn for routine maintenance or be subject to seasonal availability. The provision of these facilities is therefore not guaranteed.

21. Health & Safety during your package
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.

22. 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 set out in this charter. 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.

23. No smoking policy
Smoking is not permitted on our coaches, however we do make frequent comfort stops.

24. Pets
We do not allow pets to be taken on our packages. Registered Assistance Dogs will normally be accommodated on UK packages but not on overseas packages.

25. 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 relevant consulates or embassies of the countries you plan to visit prior to making a booking for one of our packages (and you are advised to check with the relevant consulate or embassy to ensure you allow sufficient time before your departure to apply for a visa). 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. When you have paid the balance we will send you or your booking agent all the necessary labels so that you receive them in good time for your holiday. 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. Eddie Brown Tours Ltd 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. We recommend that you read the British Foreign and Commonwealth Office (FCO) advice about your holiday at www.fco.gov.uk. Excursions which are included in the cost of your booking and are part of your package are detailed on the relevant brochure page and refunds will not be made for any excursion not taken. All visits and excursions are carefully planned many months in advance. Should one have to be omitted or changed, this will be done on local advice and in this instance we cannot be held responsible and no compensation can be claimed. We will of course endeavour to substitute a similar inclusion. Admission fees to buildings, grounds etc. are included in the price of the package and are listed on the Price Includes section of each tour. Any visits not shown in this section are NOT included and must be paid by the individual.

26. What happens if I am delayed?
Your travel insurance may cover you for some delays. In addition where you are delayed for more than six hours in any one day, we will seek to minimise any discomfort and where possible, arrange for refreshments and meals.

27. Do I need to take out travel insurance?
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. If you do not have adequate insurance and require our assistance during your package, 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. Insurance cover is mandatory for all European holidays. We require details of your policy if declining the insurance offered by us at the time of booking.

28. What assistance will you give me if things go wrong when it is not your fault?
In addition to what has already been stated (and without affecting that), 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.

29. Passengers with disabilities
You confirm that you will notify us before you book if you or any member of your party has a disability so that we may consider what reasonable adjustments we or any relevant supplier should consider in the context of your package. We want to ensure the arrangements for your package are suitable and appropriate. If you have specific needs for equipment (such as scooters) or medication, or you will need assistance or particular facilities in the hotel, port or train station, 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. If any assistance is required it must be brought to our attention at the time of booking or, if it arises later, as soon as possible. Not all the packages in this brochure may be suitable for you and if we reasonably consider we cannot provide what is required, we will not accept the booking or, if details are not given at the time of booking, cancel it. We want you to enjoy your package and will try to help you select an appropriate trip.

30. Special requests
If you require 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 notify the hotel or hotels identified in your booking but please note that some hotels may not have facilities to provide special diets and we cannot be held liable for their failure to do so unless the hotel has confirmed in writing that a special diet will be catered for. 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 package booking without charge. Any extra costs incurred by you during your package must be paid to the hotel by you prior to departure from the hotel.
You should also detail any other requests, for example, low floor rooms, particular rooms or locations on the special requests section of the booking form. We will pass your request to the relevant supplier but this does not necessarily mean that your request will be fulfilled. If a request can be fulfilled you may incur an extra charge payable either to us or direct to the hotel. Please note that requests cannot be guaranteed unless we confirm on your booking confirmation that this is a guaranteed requirement.

31. Single Occupancy
Single occupancy of rooms when available may be subject to a supplementary charge and this will be shown on the brochure page.

32. Entertainment
Some of our hotels arrange additional entertainment. Where this is part of the package 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.

33. Data Protection Act
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, 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 package 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. Please note that where information is held by your travel agent, this is subject to your agent's own data protection policy. Your data controller is any Tour Manager at our Head Office. 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 the further information about products and services, please write to the data controller.

34. Minimum Tour Numbers
It is necessary for there to be a minimum number of 25 passengers in order to operate a tour. If this minimum number is not achieved before the balance due date, the tour could be cancelled or surcharged to make up the shortfall. If this should occur we will return to you all the monies you have paid for that holiday or offer you an alternative. However, we will not cancel your holiday;

a) Immediately prior to the departure date unless you have not paid your holiday in full

b) After the balance due date, except in unforeseen circumstances as a result of hostilities, political unrest or other circumstances amounting to 'force majeure' (war, threat of war, civil strife, natural disaster, fire, adverse weather, technical problems to transport, closure of ports or airports, terrorist activity, industrial action etc). If we have to cancel your holiday at any time, eddie brown tours is liable only for any monies paid to us at the time of the cancellation.

bonded coach holidays

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HOLIDAY INFORMATION

(Not part of Trading Charter)

1. HOTEL RATINGS
These vary considerably, a 2-star rating in the UK could be better than a German 3-star equivalent. We quote the star rating as published by the hotels. We cannot be held responsible for them not coming up to your perceived standards.

2. HOTELS
Sometimes it is essential for evening meal choices to be ordered in the morning to assist with hotel catering. Dining times will be advised by your driver on arrival at the hotel. Evening meals often take place from 18.30 onwards and some hotels require that all clients eat together at the same time. Evening meals may be served in the main restaurant or in separate dining areas, subject to the discretion of the hotel. Unless otherwise stated, evening meals are 3-course with a choice of starter, main course and dessert and many will include tea/coffee afterwards. Seating will usually be around tables of 8-12 people, except those holidays which are Cito Select or Elite standard and include dine at leisure. Although a good standard of hotels is used from superior 2* to 4* in this brochure, the style of hotels can vary from traditional and listed building to modern and contemporary. Bedroom storage can vary from hotel to hotel and modern hotels can often feature open-plan hanging storage rather than traditional wardrobes and dressers.

3. LUGGAGE
We ask you to keep luggage to 1 medium sized suitcase (max 20kgs) person, but a small hold-all can also be taken on board the coach on British tours. Excess luggage will only be taken if coach space permits. Each item must have a luggage label attached. All baggage and personal belongings are carried at owners risk and the company will not accept any responsibility for loss or damage except where such loss or damage is caused by the proven negligence or a company employee. We draw your attention to the fact that soft-sided suitcases are more susceptible to damage without any negligence on the part of our staff. On European tours, 1 small overnight bag per person is also recommended in addition to the luggage allowance above.

4. EXTRAS
Most hotels are able to offer additional items during your stay such as newspapers, afternoon teas, bar snacks and mini-bar items along with bedroom TV and telephone services. All of these items are chargeable extras and must be paid for by the individual guest before leaving the hotel and returning your room key.

5. EMERGENCY 24 HOUR PHONE SERVICE
For emergency out of office hours use only, please call 01423 321240 for details of our on-call duty manager or 07736 692702. Only calls relating to urgent tour arrangements or emergencies will be dealt with.

6. COACH SEATING
All seat numbers are allocated at the discretion of eddie brown tours. We reserve the right to alter seat numbers allocated as and when necessary due to operational changes.

7. ASSISTANCE & MOBILITY
Due to Health & Safety Laws, our drivers/escorts and other ancillary staff are not permitted to assist passengers on or off coaches, boats, trains etc featured in the tour itineraries. Furthermore, some local visits such as gardens or historic estates require a certain amount of walking and are not suitable for those with mobility problems.

8. INFECTIOUS OR CONTAGIOUS CONDITIONS
Due to Health & Safety Laws, we cannot carry passengers who have an infectious or contagious medical condition which may result in a hotel refusing accommodation to the passenger concerned. If you have suffered from such a condition within 14 days of travel, please advise us and supply a Doctor's confirmation that you are no longer contagious. We reserve the right to terminate your holiday as a result of such a medical condition and in such circumstances we are unable to offer refunds.

9. AIR & CRUISE HOLIDAYS
As we act as Retail Agents for our UK and Worldwide air/cruise holidays, these tours must be booked with our own Travel Centre and NOT via any of our appointed booking agents.