

## Fair Trading Agreement

This Fair Trading Agreement applies to all coach holidays within this brochure and any subsequent leaflets/flyers issued during 2019/20. This agreement sets out the responsibilities which Globe Holidays Ltd have to you and which you in turn have to us when a contract is made between us. When confirming your holiday, you will agree on behalf of yourself and others named in your party that you have read, understood and accepted this fair trading agreement. Your obligation is to pay the price of the holiday and recognise your liabilities if you choose to alter the holiday or make a cancellation. On our part, we have an obligation to provide you with the holiday you have booked. Our specification of that holiday and our terms are stated in this brochure. Your contract is entered into with Globe Holidays Ltd, 60 Eldon Street, Barnsley S70 2JL.

### How to make a booking:

We welcome you making contact with us in a number of ways. You can write to us, phone us, visit our booking office or use a booking agent. Whichever way you contact us, the contract is made when your booking is entered on to our reservation system and a payment is made.

We will send/email you confirmation of your booking within 7 working days. Please check this confirmation very carefully to ensure all the information is correct and tell us immediately of any errors.

### Paying for your holiday:

We reserve the right to alter the prices of any of the holidays that we advertise. At the time of booking you will be told the current price of the holiday. 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 latest date shown on your booking confirmation. If you book within our balance due period you will need to pay the total 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 on which we receive your written confirmation that you intend to cancel or 15 days after the balance due date, whichever comes first.

**Deposit:** £25.00 per person, unless detailed different.

(Air holidays – please see itinerary).

Your balance is due 6 weeks prior to departure, unless otherwise stated.

### Changes to the price of your holiday:

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 package booked; or

Dues and taxes including changes in VAT or any other Government imposed charges.

If this means that you would have to pay an increase of more than 10% of the price of your holiday 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 holiday of equivalent or superior quality. 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, the difference in price will be refunded.

### Making changes to your 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. 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 date will be treated as a cancellation and will be subject to the cancellation charges detailed in this charter. 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.

**Transferring your 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 booking 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 holiday is paid for by the balance due date.

**Cancelling your holiday:**

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. 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 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 is received	Amount of cancellation charge as a % of total holiday cost
More than 42 days	Deposit only
41-15 days	75%
14 days-departure date (or later inc voluntary termination on holiday)	100%

Different scale of charges will apply to air holiday departures.

**If we change your holiday arrangements:**

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 at any time. 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. A significant change includes a change in departure time or return time of more than 12 hours or a change of departure point. 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.

**ALTERATIONS TO YOUR HOLIDAY**

We hope that we will not have to make any change to your holiday but, because our holidays are planned many months in advance, we sometimes do need to make minor changes. We reserve the right to do this at any time. We will let you or your booking agent know about any important changes as soon as possible.

**HOTEL CHANGES  
IMPORTANT NOTE**

We endeavour in using hotels that are visited personally by a member of our team or are hotels which are highly recommended to us by our booking agents. Occasionally, it will be necessary to change your hotel. This can be for a variety of reasons, including hotel over booking, hotel closures, fire, and more (See point A: below). Where this occurs we will ensure that your new hotel will be of the same standard

or of a higher standard. (These standards are measured by the Visit England/Visit Scotland/Visit Wales Star rating systems). Your hotel will also be within a 40 mile radius of the original so ensuring the original itinerary can be adhered to. If these changes occur within less than 72-hours of departure or on the day of the holiday or during the tour, a compensation scale of £15.00 per person per night will be payable, only if the standard of hotel differs downwards, i.e. changing from a 4\* hotel to a 2\* property, or if the new hotel is a greater distance of 40 miles away from the original location.

Prior to this timescale, should a hotel significantly change (i.e., a destination change of more than 40 miles or a lower standard of hotel), the holiday may be cancelled and either transferred or refunded upon written confirmation that you wish your holiday to be terminated.

**A: Hotel changes:** The above does not apply for reasons beyond our or the hotels control. This includes war, threat of war, riots, civil disturbances, terrorist activity and its consequences, force majeure, (force majeure means an event which we or the suppliers of the services in question could not foresee or avoid and is therefore beyond our control), industrial disputes, natural and nuclear disasters, fire, epidemics, health risks and pandemics, unavoidable and unforeseeable technical problems with transport for reasons beyond our control or that of our suppliers; hurricanes and other actual or potential severe weather conditions, and any other similar events.

**Hotel Facilities:**

All rooms used by Globe Holidays Ltd will have rooms featuring private facilities. Advertised facilities including Fitness Facilities, Pool Facilities, etc cannot be guaranteed.

**Complaints procedure**

If you have a complaint during your holiday you should tell the driver 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 Holiday Report Form. If, on your return from your holiday, you remain dissatisfied you should write within 28 days to Globe Holidays Ltd, 60 Eldon Street, Barnsley S70 2JL. 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 our attention when responding to your complaint and it may affect your rights if we have not been able to investigate and remedy the situation at the time.

**Child reductions:**

A % reduction on holidays may be available for children upto the age of 14yrs when sharing a room with two full fare paying passengers. Discounts will be subject to any reduction offered by the hotel used for the holiday and any child reductions offered by included visits as detailed in your holiday itinerary.

**Our coaches:**

We will always endeavour to provide a coach to the specification as advertised, but reserve the right to substitute an alternative vehicle should unforeseen circumstances arise. 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 allocations are made on a first come, first served basis, so early booking is recommended. Occasionally, seats may be altered to maximise the utilisation of the coach. When booking you will be offered the best seats available at that time. Specific seats will not be allocated on coaches which operate feeder services between joining points and main holiday departure points or on coaches which carry out transfers to and from seaports or airports.

**No smoking policy:**

Smoking is not permitted on our coaches. This includes the use of e-cigarettes.

**Hotel facilities:**

Some hotel facilities, such as 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.

**Itinerary Changes:**

We do reserve the right to amend itineraries. This can be due to unforeseen driver hour issues relating to traffic, etc or venue/destination issues.

**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. If you are refused boarding on the outward journey we will regard it as a cancellation and we will apply cancellation charges. 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.

**Pick up point, itineraries and travel documents:**

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. 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. The name on the passport must match the name on the ticket. When you have paid the balance, we will send you all the necessary final travel documents/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. Excursions which are included in the cost of your booking and are part of your holiday 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 your booking.

**Delays:**

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.

**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 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.

**Passengers with disabilities:**

Not all the holidays 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.

Should you or a member of your party have any medical condition or disability that may affect your/their holiday or that of other passengers, you must provide full written details to us at the time of booking so that we can advise you of the suitability of the holiday. If a particular issue is identified, we reserve the right to request a doctor's certificate confirming that the passenger is fit for travel and reserve the right to refuse any booking in the absence of such doctor's certificate being produced upon request. If a passenger requires personal assistance (e.g feeding/dressing/toileting/mobilising) then this passenger must travel with an able bodied companion/carer and written confirmation that such assistance will be provided for the entirety of the holiday is required at the time of booking. Whilst we will make every reasonable adjustment to do so, if we are unable to accommodate the needs of a

passenger or believe that the medical condition or disability of a passenger is likely to adversely affect other passengers, we reserve the right to decline the booking. We want you to enjoy your holiday and will try to help you select an appropriate trip.

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.

#### **Wheelchairs & Scooters**

We are pleased to carry your folding wheelchair or walking frame in the luggage compartment of the coach, but you **MUST** notify us of your intention to bring one when making your initial deposit payment. We regret that due to health & safety we are unable to carry battery powered wheelchairs or mobility vehicles on our feeder minibuses and small coaches, we will only carry them on tour vehicles if there is sufficient space in the luggage compartment and a travelling companion is present to lift and handle the mobility vehicle in and out of the luggage compartment. Own arrangements will need to be made travelling to/from your chosen pickup point unless we have written confirmation that your included taxi (where applicable) sourced by ourselves can carry your folded mobility scooter. Due to health and safety it is not the drivers/couriers responsibility to handle mobility vehicles. Space is limited to one mobility vehicle per tour and Globe Holidays have the right to refuse carriage. If you are unsure, you are more than welcome to contact our Travel Centre.

#### **Special requests:**

If you require a special diet please tell us before booking, or as soon as you are medically advised. 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. Any extra costs incurred by you during your holiday 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.

#### **Single occupancy:**

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

#### **Entertainment:**

Some 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.

#### **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.

#### **Publication Date & Details**

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