



Bonded Coach Holidays Group

Trading Charter

**Macpherson Coaches Limited of The Garage Hill Street Donisthorpe,
Staffordshire DE12 7PL**

OUR TRADING CHARTER WITH YOU

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.

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 travel or booking agent, email, or visit our website www.macphersoncoaches.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, or your booking agent the confirmation of your booking within 5 days. 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 wherever possible, arrange for your package to be completed;

5.1 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;

5.2 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 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 £50 per person

Your balance is due 8 weeks prior to departure

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 and not within 30 days of your departure. 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; or
- 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.

We calculate the price of your package using the exchange rates quoted in the Financial Times Guide to World Currencies on 1st February 2017 using the following currencies Sterling and Euro

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

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. 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 seven days prior to departure. We will make an administration charge of £25.00 per booking 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.

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

<u>Period before departure within which written cancellation of package price is received</u>	<u>Amount of cancellation Charge as a % of total package cost</u>
More than 56days	Deposit only

55 - 49 days	30% or Deposit, if greater
48 - 22 days	50%
21 - 8 days	70%
7 - 1 days	90%
Departure day or later including voluntary termination during the package	Total package cost

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), a change of mode when crossing the Channel, or the specification of the coach

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.

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:

<u>Period before departure in which significant change is notified to you or your agent</u>	<u>Amount per person</u>
More than 56 days	Nil
28 to 56 days	£10
15 to 27 days	£15
8 to 14 days	£20
0 to 7 days	£25

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 or where the performance of our contractual obligations is prevented or affected (for example but not limited to delay, cancellations, change of itinerary, change of accommodation, change of transport) by "Force Majeure".

Force Majeure means an event which we or the supplier(s) of the service(s) in question could not, even with all due care, foresee or avoid and is therefore an event beyond our or the supplier's reasonable control. These events include but are not limited to strikes, riots, political/civil unrest, government acts, hostilities, war, threat of war, terrorist activity or threat of terrorist activity, industrial disputes, natural or nuclear disaster, fire, flood,

tornadoes, hurricanes, transportation problems, airport closures, and severe weather conditions. We suggest that you take out adequate travel insurance to cover such eventualities.

In the unlikely event that the performance of our contractual obligations are prevented or affected due to Force Majeure after departure, we regret we will be unable to make any refunds (unless we obtain any from our suppliers)

Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure. We will follow the advice given by the Foreign Office.

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, 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, Unless the change is as a result of unusual and unforeseeable circumstances beyond our control (force majeure as described above), you will also be entitled to compensation.

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 conventions.** 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 Holiday Report 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 from your package, you remain dissatisfied you should write within 28 days to Chief Executive of Macpherson Coaches Limited, The Garage Hill Street Donisthorpe Staffordshire DE12 7PL

In your letter you will need to quote your booking reference number, holiday number, departure date and the number of the Holiday Report Form or date of letter of complaint 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.

The Confederation of Passenger Transport UK has an arbitration scheme and full details are available from them. This scheme does not apply to claims that arise mainly in respect of physical injury or illness or the consequences of any illness or injury.

18. Our Coaches/Seating arrangements

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.

If you feel that you require two seats, then these must be booked and paid for in advance, at the time of booking. If you fail to do this and it transpires that the seat allocated to you is insufficient for your needs and there is no alternative seating available then you will be refused access to the coach and any payments made will be liable to forfeiture.

Specific seats will not be allocated on coaches which operate on feeder services between joining points and main package departure points or on coaches which carry out transfers to and from seaports, airports etc.

19. 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.

20. 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.

21. Passenger Conduct

We want all our customers to have a happy and carefree holiday. But you must remember that you are responsible for your behaviour and **hygiene** 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 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.

22. No smoking policy

Smoking is not permitted on our coaches, *this includes E-Cigarettes*

23. Pets

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

24. 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 [See note 37] 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.

Macpherson Coaches Limited 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. Optional excursions may be booked and paid for in resort but these will not form part of your booking.

Admission fees to buildings, grounds etc. are not included in the price of the package unless otherwise stated on the relevant brochure page

25. 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.

26. 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.

27. 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.

28. Passengers with disabilities

We want to ensure the arrangements for your package are suitable and appropriate. 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.

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. This applies whether the booking is made on-line, in person, in writing, or by telephone. 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 (for example but not limited to assistance with 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. Coach drivers/tour managers are unable to offer such assistance.

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 also reserve the right to cancel any holiday and impose cancellation charges if we are not fully advised of any relevant disability or medical condition at the time the booking is made and subsequently decide that we are unable to accommodate this passenger. This applies whether we advise that we are unable to accommodate a passenger either before departure or during the holiday and if this occurs during the holiday then we will seek the additional costs of returning the passenger home.

We want you to enjoy your package and will try to help you select an appropriate trip. If you need advice or further information either you or your booking agent should contact Chief Executive Macpherson Coaches Limited

29. 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 or write to us at the time of booking. 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.

30. Single Occupancy

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

31. 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.

32. 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 Macpherson Coaches Limited. 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 from ourselves please write to the data controller.

33. Publication date and details

This brochure was printed in the United Kingdom by Masters Allen