

### **WHY IS THIS INFORMATION IMPORTANT?**

This Fair-Trading Charter, together with the holiday information, forms the basis of a binding contract between the person making the booking and Plimbley Travel Limited. Please take a few moments to read them as they set out the responsibilities we have under the contract. They show the responsibilities we at Plimbley Travel Limited have to you, and which you in turn have to us, when a contract is made between us.

### **YOUR CONTRACT WITH PLIMBLEY TRAVEL LIMITED**

#### **HOW DO I MAKE A CONTRACT WITH YOU?**

You can make the contract in several ways, by telephone, online or visiting our booking office. When making the contract for yourself and the others named in your party, you do so having read, understood, and accepted our booking conditions and the holiday information provided. When you make your booking, you must pay a deposit for every person named on the booking, details of which are listed below. If you book within the balance due date, which is Eight weeks before the date of departure, you must pay the total price of the holiday at the time you book. You must pay the balance of the price of the holiday on or before the balance due date. No further reminders will be sent. If you do not, we will cancel your booking and you will have to pay the cancellation charges set out in section 6. The contract between us is made when your booking is entered on our computer and a booking reference number is produced. At that moment, the contract between us begins. We will send you confirmation within 14 days of receipt of your payment. PLEASE CHECK it carefully to ensure all the details are correct. Group booking - Our invoice will be issued to the group leader who will accept the booking conditions on behalf of their party.

#### **WHAT DO I HAVE TO PAY AND WHEN?**

When you make a contract, we accept it on the terms set out in this brochure and online, a deposit is required within 7 days, £40 for UK and Continental Holidays (Excluding our Early Bird Holidays where a £20pp deposit is required). Your obligation is to pay the price of the holiday and recognise your liabilities if you wish to alter the holiday or have to 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 clearly stated in our brochure as well as our website. Your contract is entered into with PLIMBLEY TRAVEL LTD. These booking conditions apply to all holidays sold from this brochure, our website, and all supplementary advertising publications.

#### **PASSENGERS WITH HEALTH CONSIDERATIONS OR SPECIAL NEEDS**

We are aware of our duties and obligations with respect to making reasonable adjustments for passengers with disabilities. Although we do not specifically cater for disabled passengers, we will try our best to provide a holiday for all. Whilst some hotels may not be suitable, it is the customers' responsibility to ensure the hotel they select is suitable for their specific needs. Should any passenger suffer from any disability or medical condition, or have special needs which may affect their holiday, THEY MUST provide us with full written details at the time of booking. Additionally, we must have written confirmation that all assistance the disabled person requires will be provided by members of their own party. Please note that we do not use minibuses or coaches with wheelchair lifts, so it is essential that all passengers are able to manage the steps necessary to board the minibus and coach. In view of the nature of our holidays, we regret that we must reserve the right to decline any booking where we feel unable to accommodate the needs of any particular passenger, or where in our opinion, the medical condition or disability of the passenger concerned is likely to have a significant adverse effect on any other clients taking the same holiday. We further 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 of booking. Please note that whilst we can carry folding wheelchairs and walkers, we cannot carry electric wheelchairs or motorised scooters, although they may be available to hire at the resort (we will provide information if requested). If you choose to hire a motorised scooter or wheelchair whilst in the resort, then it remains the sole discretion of your driver if that item can be transported on the coach during excursions.

#### **FINANCIAL SECURITY**

All our holidays are fully protected in accordance with Package Tour Travel Regulations 1992, which provides you with peace of mind knowing your money is secure.

**1. You Pay A Deposit** - A non-refundable deposit of £40 per person is required (£20pp Early Bird Tours). Debit/credit cards accepted. No extra charge will be made to your holiday by us after we have accepted your booking, other than by government order.

**2. You Pay the Balance** - The balance of the holiday is due eight weeks\* prior to travel. If you book within eight weeks of the departure date, the full balance is payable on booking. If the balance is not paid in time, we reserve the right to cancel your holiday and retain your deposit. \*Some tours require the full balance to be paid ten weeks prior to travel, you will be advised at the time of booking.

**3. What is included in my holiday cost?** – All prices include door-to-door pick up (within our catchment area), coach travel, hotel accommodation and meals, entertainment on most tours and excursions as stated in the brochure. Most single rooms are offered without supplement, unless otherwise stated in the brochure. However, when we go beyond our hotel room allocation single supplements may apply. The frequency, duration and provision of entertainment is at the discretion of the hotelier and may be subject to change. Comfort stops will be made on all journeys.

**4. Special Requests** - Should you have any special requests (such as - specific dietary requirements, low floor rooms, sea view, adjoining rooms) you MUST advise us at the time of booking. We will pass on your special request to the hotel(s) concerned. We receive many requests, however, and under no circumstances can we guarantee that they will be met or that the hotel(s) is/are able to provide the requested facility. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed onto the supplier is not confirmation that the request will be met. Any special requests or requirements do not form part of these Terms or the contract between us and we are not liable for any failure to accommodate or fulfil such requests. We cannot, therefore, accept a booking which is made conditional upon a special request being satisfied. Please note that a sea view room does not necessarily mean that the room is sea facing or has an uninterrupted view.

**5. If you change your booking** - If, after our confirmation has been issued, you wish to change to another of our current holidays or change the departure date, we will do our utmost to make the changes, you should notify us in writing, and that request must be from the person responsible for the original reservation. Such a request must be made before the date that the original balance becomes due and be accompanied by an administration fee of £25.00. Any alteration made after the original balance is due, will be regarded as a cancellation, and will be subject to the charges set out in our cancellation terms in paragraph 6.

**6. If you cancel your holiday** - You, or any members of your party, may cancel your holiday at any time provided that the cancellation is made by the person who made the booking and is communicated in writing, direct to PLIMBLEY TRAVEL LTD. You must also return any tickets or vouchers 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. Where bought in supplies, such as ferries, hotel accommodation etc have been bought in on your behalf, and where the terms and conditions of the supplier are nonrefundable, these products will be charged to you at the full retail rate. If this applies, the non-refundable items will be deducted from your holiday costs and the following scale of charges will be applied to the remainder. As this incurs administrative costs, we will retain your deposit and, in addition, apply cancellation charges up to the maximum shown below:

**All deposits are nonrefundable.**

**56 to 29 days = 45%, 28 days to 15 days = 75%, 14 days to 0 days = 100% or after departure date.**

\*On Some tours a 100% cancellation fee is made up to 70 days before departure by the Hotel or provider. Please ask our Reservations Staff for further information.

**7. If we cancel your holiday** - It is necessary for there to be a minimum number of passengers in order to operate a tour. If this number is not achieved, the tour may be cancelled. If this happens, all monies paid will be refunded or an alternative holiday offered.

**8. Other Terms** - On holiday you may not bring a pet (other than Guide Dogs in the UK and Eire only and by arrangement). You are responsible for ensuring that you are at the departure point at the correct time, and we cannot be liable for any loss or expense suffered by passengers because of their late arrival at any departure point. On occasions due to different vehicle seating configurations, we may find it necessary to alter seating on the coach. Excursions are included in most holidays and PLIMBLEY TRAVEL LTD reserve the right to determine the schedule, days of operation and if necessary, may alter their content without prior notice for the benefit of our clients, or due to events beyond our control. No refund can be made to passengers not wishing to travel on inclusive excursions.

**9. Coach Seating** - Coach seats will be allocated in booking order and will be confirmed with pick-up times; however, these can be subject to change. Where a particular seat number is requested, we will do our best to accommodate but under no circumstances can we guarantee it.

**10. Door to door Service** - This is included in the cost of your holiday for passengers who fall within our catchment area. Drivers operating our door-to-door service will only carry walkers or wheelchairs that been pre-booked, under no circumstances will electrically operated walking aids be carried. A supplement will be charged to Passengers outside of our catchment area, this supplement will be advised at the point of booking. **Please note** - door to door service applies to one address per booking, within our catchment area. Extra pick-up points will incur additional charges.

**11. If you have a complaint** - We aim to provide the best possible service, but in the unlikely event that a problem arises please inform the driver or representative at the hotel, who will do their best to resolve the problem. If the matter cannot be resolved, you must notify us in writing after the tour. It is therefore a condition of this contract that you communicate any problem to the supplier of the services in question AND to our representative whilst in resort. If you fail to follow this simple procedure, we cannot accept responsibility, as we have been deprived of the opportunity to investigate and rectify the problem. Any/all of the hotel facilities are subject to breakdown, servicing and weather conditions that are beyond our control. We must also point out that whilst we endeavour to make your transfers as efficient as possible; sometimes vehicle or ferry breakdowns or other events beyond the reasonable control of the company, journeys may take longer than predicted and in those circumstances the company will not be liable for any loss or inconvenience suffered.

**12. Health** - Under normal circumstances most Western European Countries do not require visitors to be vaccinated. However, we will indicate any known vaccination or other health requirements where possible for each country to be visited. You are advised to check with your own doctor before travelling. Some people may be at risk from discomfort or deep vein thrombosis (DVT) if they remain immobile on a journey for a long period. If you are planning to undertake a coach journey of more than three hours, you should consult your doctor, if you have ever had DVT, pulmonary embolism, a family history of clotting conditions, cancer or treatment for cancer, stroke, and heart or lung disease or if you have had major surgery in the past three months. We reserve the right to refuse any booking in the absence of a doctor's certificate confirming that you are fit to travel. Where we provide comfort stops you are encouraged to walk around. Exercise reduces any discomfort, which may be caused by periods of immobility.

**12a. Passengers with disabilities** - our tours are not suitable for clients with health conditions or walking difficulties. We want everyone to enjoy our travel arrangements. We are happy to advise and assist you in choosing a suitable holiday. But, as some of the accommodation and resorts featured may not cater for even minor disabilities, it is important that, when booking, you advise us of any disability, specific need or complex need you may have and any special requirements that will make sure the holiday is suitable. If a passenger requires personal assistance (for example, assistance with feeding, dressing, toileting, mobilising) then this passenger must travel with an able-bodied companion or 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 provide such assistance. You must tell us if you have any existing medical condition, disability or complex need that may affect your holiday or other group members' enjoyment of it, before you book your holiday. We reserve the right to request a doctor's certificate confirming the passenger is fit to travel. If, in our reasonable opinion, your chosen holiday is not suitable for your medical condition or disability, we reserve the right to refuse your booking. You are responsible for bringing with you the proper clothing and equipment, which we advise you about in our printed trip information. We want you to enjoy your holiday and will help you select an appropriate trip. **Please note** we reserve the right to re-charge passengers a 'Soiling fee' if the vehicle is soiled in anyway, this includes but is not limited to bodily fluids.

**13. Passport & Visa Requirements** - For all Continental Holidays you will require a full ten-year British Passport. If you have any doubts about your status as resident British subject or you do not hold a full British Passport, you must check with the Embassies or Consulates of the countries to be visited to confirm the passport or visa requirements needed in your particular circumstances. We cannot accept responsibility if passengers are not in possession of the correct travel documents.

**14. Passenger Behaviour** - PLIMBLEY TRAVEL LTD want all of our customers to have a happy and carefree holiday. You are responsible for your behaviour and hygiene and the effect it may have on others. PLIMBLEY TRAVEL LTD reserves the unconditional right to refuse a booking or terminate a client's holiday if you or any other member of your party is abusive, disruptive or behaves in a way that could cause damage or injury to others or affect their enjoyment of their holiday or which could damage property, PLIMBLEY TRAVEL LTD will have no further obligation or liability to you. The driver or other authorised official is entitled to refuse boarding if, in their 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, if the refusal is on your return journey, we have the right to terminate our contract with you. Any charges levied for any damage caused to suppliers' property will be your responsibility.

**15. Luggage Allowances** - Passengers are allowed to take one medium size suitcase each (maximum 15kg in weight) plus one item of hand luggage. Luggage labels will be issued - please ensure they are marked clearly with your name, address and destination. Guests must take responsibility for all hand luggage. Overweight/ oversized luggage may be refused.

**16. Hotel Information** - All information regarding hotel facilities are taken from each hotels' individual brochure. Where hotel information shows lift to all floors, there may be some steps between floors and on landings. Please contact us if you need more information.

**17. All Inclusive Packages** - the supply of drinks in our all-inclusive packages is not unlimited, there may also be a supplement levied for branded drinks.

**18. System Errors** - we try hard to ensure that advertised prices are up to date and reflect the price you will pay when you book. However, prices can change and errors can occasionally occur. We reserve the right to change and correct advertised prices at any time before your booking is confirmed. In the event of your Confirmation of Reservation showing an incorrect price for your holiday, the price that will prevail is the price shown in our offline reservation system. Accordingly, you may not seek to rely on system errors with a view to obtaining a holiday at less than the correct price, and any contract entered into upon a mistake, such as a wrong costing due to system errors, is not valid or binding.

**19. Brochure Accuracy** - Although Plimbley Travel Limited make every effort to ensure the accuracy of the brochure information and pricing, regrettably errors do sometimes occur. You must therefore ensure you check the price and all other details of your holiday with us at the time of booking and when you receive our confirmation invoice.

**20. Single room supplements** - Single rooms are always in short supply and early booking is advised. We do endeavour to provide single rooms free from supplement, if a payment for single room supplement is shown against the holiday, then that price must be paid. The payment of a single room supplement does not imply that any room allocated will be anything other than a single room. Hotels have limited single rooms and once our allocation has been sold then a supplement to occupy a twin or double room for sole occupancy may be charged.

**21. Excursions** - 4-Day tour = one full Day, 5-Day tour = one full Day + one half Day excursion, 6-7-Day tour = two full Day excursions, 8-Day tour = two full Day + one half Day excursion Unless otherwise stated. Venues for excursions may change any alternatives will be at the drivers' discretion.

**22. Hotel Facilities** - Some 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.

**23. Resort / Hotel Development** - In many resorts improvements and building work take place in the summer months. Changes can happen very quickly; We will try to advise you of work that may take place in your hotel or resort destination.

**24. Our responsibility to you if we change your holiday arrangements** - We plan our holidays many months in advance to ensure maximum enjoyment. Although unlikely, it is possible that due to circumstances beyond our control, i.e. ferry disputes/hotel closures/sales of particular holiday not reaching a level which would be economical for us to operate, some changes may have to be made. Sometimes major changes are necessary. These are changes to your UK departure point, and time of departure by more than 12 hours. However, where before departure we have to alter significantly an essential term of this contract, such as price, location of resort, quality of main hotel or a destination being eliminated, we will notify you of the change as soon as possible. In such circumstances you will be given the following options:

**(a)** to accept changes to the contract.

**(b)** to take a substitute holiday of equivalent or superior quality if we are able to offer you one; or

**(c)** to take a substitute holiday of lower quality if we are able to offer you one and to recover from us the difference between the price of the original holiday and that of the substitute holiday or;

**(d)** to have repaid to you as soon as possible all the monies paid by you under this contract. If you choose **(a)**, **(b)** or **(c)** we will pay you compensation on the scale below. If you choose **(d)** we will refund all monies paid by you, plus compensation on the scale below.

Period of notification given prior to departure date and compensation offered. Within 8 weeks - NIL. Within 2 weeks - **£10**. Within 1 week - **£15**.

**IMPORTANT NOTICE:**

Compensation will not be payable if the holiday is cancelled because the number of persons booked is less than the number required, or for events beyond our control, which include: war, threat of war, riots, civil disturbances, terrorist activity and its consequences, 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. You are also advised to check with the Foreign and Commonwealth Office Advise Unit regularly at [www.fco.gov.uk/travel](http://www.fco.gov.uk/travel) prior to travel. All holidays operate if the minimum number of participants is met. However, we will not normally cancel your holiday less than four weeks before the scheduled departure date, except where you have failed to pay the final balance or because of 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).

**25. Your holiday** - We accept responsibilities not only for the acts and omissions of our employees and agents, but also for those suppliers with whom we contract to provide a holiday of reasonable standard. This paragraph does not apply to claims relating to death, bodily injury, illness or personal property (see below). Our liability in all cases shall be limited to a maximum of twice the value of the holiday invoice. Customer care - **We aim to provide you with the best holiday possible, but in the unlikely event that a problem should arise, you must bring this to the attention of your driver/courier or hotel manager, so that we can resolve the matter on the spot.** It is therefore a condition of this contract that you communicate any problem to the supplier of the services in question AND to our representative whilst in resort. If you fail to follow this simple procedure, we cannot accept responsibility, as we have been deprived of the opportunity to investigate and rectify the problem. Once reported to the Driver and hotel and you feel, however, that the complaint cannot be resolved during your holiday, please contact us within 28 days of your arrival home, by writing to The Customer Relations Department, PLIMBLEY TRAVEL LTD, 242 High Street, Bloxwich, Walsall, WS3 3LQ, stating clearly your invoice number, departure date, resort and the name of hotel. With this information we will be able to deal with your complaint promptly. **The main objective is to resolve any disputes immediately while you are still on holiday.**

**26. Statutory Authorities** - This brochure is issued subject to applicable Acts of Parliament and Government Regulations and the company reserves 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 tours run.

**27. Special offer late availability tours** – On all tours advertised as above. PLIMBLEY TRAVEL LTD will only pay compensation due to late cancellation if the tour is cancelled within 7 days of departure. The amount of compensation will be £5.

**28. Personal injury** - We also accept responsibility for the negligent acts and/or omissions, not only of our employees or agents, but also of our suppliers and subcontractors or agents (provided of course that any such negligent act or omission is within the scope of, or in the course of their employment) in respect of claims arising as a result of death, bodily injury or illness caused to the person who signed the booking form and/or any other person on the booking form. Our liability is limited to that provided by the relevant international convention.

**29. Wheelchairs and Walking Aids** – Prior arrangements must be agreed with the office due to capacity of each individual trip. Owners are responsible for the loading and unloading of these items at all times (not our driver) PLIMBLEY TRAVEL LTD will not be held responsible for any damage caused to these items. We are unable to carry Electric Wheelchairs or Scooters. We can assist you in hiring a mobility scooter or electric wheelchair whilst in resort, however, it is at the coach driver's discretion if the hired item can be carried on the coach for excursions during your stay.

**30. Lost Property** - Plimbley Travel Ltd are not responsible for loss or damage to luggage or personal belongings carried on the vehicle at any time. It is the responsibility of all passengers to ensure they have the necessary insurance to cover for personal loss. It is your responsibility to oversee your own luggage placed into the vehicle's luggage lockers or any taxi at all times. In the event of any lost luggage, we will assist with the return of the property, but the collection or cost of carriage will be at the customer's expense.

**31. Cutting your holiday short** - If you are forced to return home early, we cannot refund the cost of any travel arrangements you have not used. If you cut short your holiday and return home early in circumstance where you have no reasonable cause for complaint about the standard of accommodation and services provided, we will not offer you any refund for that part of your holiday not completed, or be liable for any associated costs you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.

**32. Booking on behalf of others** - By booking on behalf of other participants, you are deemed to be the designated contact person for every participant include on the booking. This means that you are responsible for making all payment due in connection with your booking, notifying us if any changes or cancellations are required and keeping your party informed. By booking on behalf of another person or persons, you represent and warrant that you have obtained all required consents. You are responsible for verifying that any information you provide on behalf of another participant is complete and accurate and we will under no circumstances be liable for any errors or omissions in the information provided to complete a booking.

**33. Marketing and images** - You acknowledge and agree that, while participating in any tour, images, photos or videos may be taken by other participants, us or our representative that may contain or feature you (the "visual content"). You consent to any such pictures being taken and grant a perpetual royalty-free worldwide, irrevocable license to us, our contractors, sub-contractors and assigns, to reproduce the visual content for any purpose whatsoever (including market, promotions and the creation of promotional materials by or with sub-licensees), in any medium whatsoever, whether currently known or hereinafter devised, without any further obligation or compensation payable to you.

**34. Other misadventure** - If you, or any of those named on the booking form, have the misadventure to suffer illness, personal injury or death during your holiday, arising out of an activity which does not form part of our inclusive holiday arrangements with you, or any excursion offered through us, we will offer, where appropriate and within our reasonable discretion: **(i)** Our general assistance **(ii)** The payments of initial legal costs, where with our prior agreement you, or any other of those named in your booking, take legal action, provided such assistance is requested within 90 days from the total aggregate spending under **(i)** and **(ii)** above shall not exceed £5,000 per booking form. Paragraph **(ii)** above will only apply if you do not have a legal expense section in your holiday insurance policy (if applicable). Furthermore, in the event of there being a successful claim for the cost against a third party, costs actually incurred by us will be recovered from you. Claims under this section should be addressed to: The Customer Relations Department, PLIMBLEY TRAVEL LTD. All claims under this section shall be in respect of both liability and quantum fall within the exclusive jurisdiction of the court of the country in which our contract with you was made.

**35. Your Holiday Price** - Holiday prices include Door to door service and all coach travel, hotel accommodation and meals specified in the holiday description and VAT at the current rate where applicable. Unless otherwise stated in our brochure morning coffee, afternoon tea and other refreshments are not included. Some hotels make a small additional charge for portage and tea or coffee served after lunch and dinner. Gratuities to the hotel staff and driver/couriers are discretionary.

**PARTIAL PRICE GUARANTEES / PRICE GUARANTEED** except for certain items allowed

**(i)** "We guarantee that the price of your holiday will not be subject to any surcharge except in the case of variations in: - transportation costs, including the cost of fuel; - dues, taxes (including the rate of VAT), or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports. Exchange rates applied to the particular package Even in this case, we will absorb an amount equivalent to 2% of the holiday price which excludes amendment charges. Only amounts in excess of this 2% will be surcharged.

**(ii)** Revised changes to any given variable will be calculated by taking the total change in the variable element concerned in relation to each passenger. This amount will then be added to or deducted from the original holiday price exclusive of VAT. The revised VAT will then be added to the new VAT exclusive price to arrive at the revised VAT inclusive price. **(iii)** If this means paying more than 10% on the holiday price, you will be entitled to cancel your holiday with a full refund of all money paid except amendment charges. Should you decide to cancel because of this, you must exercise your right to do so within 14 days from the issue date printed on the invoice. Surcharges will not be imposed within 30 days of departure unless the holiday is booked within that period. Prices include all known costs at the time of publication, and are based on the following currency rate published in the financial Times on 01 September 2023 All Rates are Sterling - Euro 1.1685.

#### **CANCELLATION CHARGES**

Prior to **56** days before departure - deposit only

**56** days - **29** days before departure - **45%** of holiday cost **28** days - **15** days before departure - **75%** of holiday cost **14** days before departure - **100%** of holiday cost \*On Some tours a **100%** cancellation fee is made up to **70** days before departure by the Hotel or provider. Please ask our Reservations Staff for further information.

#### **General Data Protection Regulations**

We comply with the GDPR 2018 Regulations, our data controller is the Reservations Manager and our data protection policy can be found on our website: [www.plimbleytravel.co.uk](http://www.plimbleytravel.co.uk) or you can request a copy from Plimbley Travel, 242 High Street, Bloxwich, Walsall, WS3 3LQ