

# CITY CRUISER HOLIDAYS LTD - TERMS & CONDITIONS OF BOOKING

From the time we issue an invoice confirming your holiday arrangements, a contract exists between us. This means that City Cruiser Holidays Ltd have certain obligations towards you, our client - and you in return have an undertaking towards City Cruiser Holidays Ltd. We have set out below in simple terms the terms of this agreement, so that everyone's responsibilities and rights are clearly understood. We explain what happens if you wish to make a change to your holiday, and the terms on which we will pay you compensation in the unlikely event of having to alter your holiday. The terms of this Fair Trading Agreement apply to all holidays operated by City Cruiser Holidays. Your contract is entered into with City Cruiser Holidays Limited.

**PAYMENT** The completed booking form, signed by the party leader and including the names of all persons travelling, must be accompanied by a deposit of £45.00 per person (coach holidays), £50.00 per person deposit (on tours to Disneyland® Resort Paris), £100 per person (air holidays) (unless otherwise shown). On receipt of your completed booking form we will send you an invoice stating the balance due to us and the final date for payment, which is normally three weeks before the date of travel (four weeks on holidays to Disneyland® Paris or ten weeks on holidays by air). No further reminder is sent to you, and if the balance remains unpaid after this date, we reserve the right to cancel your holiday and retain the deposit you have paid. If you book within four weeks of the departure date Coach holidays - ten weeks air holidays you must pay the full amount at the time of booking. Personal cheques cannot be accepted if booking/paying within 10 working days of departure. It is agreed by all parties that in any action arising out of or in connection with this Contract English law will govern.

**CANCELLATION BY YOU** - We begin to incur expenditure from the time we receive your booking, and so the deposit is paid to us as a sign of your willingness to utilise the travel arrangements and accommodation which we reserve on your behalf. If you wish to cancel your reservation you must do so in writing, and the charges you incur will depend on the date on which we receive this written notification. It is in your own interest to give us as much notice as possible, as cancellation charges incurred are on a sliding scale, as detailed:

## Coach Holidays

- Prior to 21 days before departure - loss of deposit
  - 21-15 days before departure - 45% of deposit if greater
  - 14-7 days before date of departure - 60% of deposit if greater
  - Up to 6 days before departure - 100%
- Coach Holidays to Disneyland® Paris & the Channel Islands**
- Prior to 42 days before departure - loss of deposit
  - 42-29 days before departure - 50% of deposit if greater
  - 28-15 days before date of departure - 60% of deposit if greater
  - 14-7 days before date of departure - 90% of deposit if greater
  - Up to 6 days before departure - 100%

## Air Holidays

- Prior to 42 days before departure - loss of deposit
- 42-29 days before departure - 50% of holiday cost or deposit if greater
- 28-15 days before departure - 60% of holiday cost or deposit if greater
- 14-7 days before date of departure - 90% of holiday cost or deposit if greater
- Up to 6 days before departure - 100%

## Fred.Olsen Cruise Holidays

- More than 113 days - Deposit only
- 113-91 days - 60% of holiday cost or deposit if greater
- 90-57 days - 75% of holiday cost or deposit if greater
- 56-29 days - 90% of holiday cost or deposit if greater
- 28 days-0 days - 100%

Percentages shown are percentages of the total cost of your holiday. Insurance premiums are not refundable. Unless you cancel your travel insurance within 14 days of purchase, in the event of you having to cancel your holiday with us travel insurance premiums are not refundable. Please refer to your travel insurance policy, as you may be able to claim for any cancellation charges levied.

**ALTERATION BY YOU** - The following details shows charges applicable for any changes you may make to your reservation after we have received your booking form and deposit. In all cases you must notify us or your travel agent in writing of your intention to make an alteration.

*i) If you wish to change to another City Cruiser holiday and providing you notify us more than 21 days (coach holidays) more than 70 days (air holidays) in advance of the original departure date you will be charged an amendment fee of £5.00 per person up to a maximum of £40.00 per booking form - Except Ticket events including Concerts, Theatres, Shows, Sporting Events etc. where no change can be made. We reserve the right to make an additional charge to cover in full any costs charged to us by our suppliers.*

*ii) If you change your holiday less than 21 days (coach holidays) 70 days (air holidays) before the due date of departure it will be treated as a cancellation and cancellation charges will be levied as in paragraph 2.*

*iii) If you wish to make any other alterations to your original booking e.g.: change the pick up point, after the type of room you require or make a spelling amendment to a name, you will be charged an amendment fee of £5.00 per amendment on coach holidays or £20.00 per amendment on air holidays. If a booking amendment involves a change of name, insurance premiums are not transferable. We reserve the right to make additional charges to cover in full any costs charged to us by our suppliers.*

*iv) Please note that if the booking alteration involves a change of name, insurance premiums are not transferable. Where any changes made to a booking (including change of surname, initial or title) involve travel by scheduled flights we reserve the right to make an additional charge to cover in full any cost charged to us by our suppliers.*

**TRAVEL INSURANCE** - It is a requirement that when you travel you must take out adequate insurance. Full details are available and the premium should be added to your deposit. If you would prefer to arrange your own insurance it must be of equivalent or greater cover than our own, must include 24 hour emergency assistance, and details must be given on the booking form. Please note: It is your responsibility if required to arrange additional cover exceeding the maximum amounts payable under the Company policy or for areas of additional liability (see later). We are unable to accept responsibility for any costs you or anyone in your party may incur as a result of failing to take out insurance cover.

**ALTERATIONS BY US - IF WE CHANGE YOUR HOLIDAY** - It is unlikely that we will have to make any changes to your holiday, but we do plan the arrangements many months in advance, and sometimes we may need to make changes. Most of these changes however are quite minor, but where they are significant we will inform you or your

travel agent as soon as is reasonably possible if there is time before your departure. If a MAJOR change becomes necessary we will inform you or your travel agent as soon as reasonably possible if there is time before your departure. Flight timings and carriers in brochures are subject to change as a result of airline procedures. Minor changes include a change of aircraft type, airline, departure airport or airport destination or accommodation to that of the same or higher standard of classification. A major change is one that we make to your holiday arrangements before departure that involves changing your resort area, or time of departure or return by more than twelve hours, or offering accommodation of a lower rating than that originally booked. You then have the choice of:

**i) Accepting the changed arrangements notified to you**

**ii) Purchasing another available holiday from us**

**iii) Cancelling your holiday**

If you choose i) or ii) we will pay you compensation on the scale shown below. If you choose iii) we will refund you all monies paid to us plus compensation on the scale shown below. However in no case will we pay compensation if the change is due to an event listed in **Important Note** below.

**PERIOD BEFORE SCHEDULED DEPARTURE WITHIN WHICH A MAJOR CHANGE IS NOTIFIED TO YOU OR YOUR TRAVEL AGENT.**

**Compensation per Person**

|                   |        |
|-------------------|--------|
| More than 21 days | NIL    |
| 15-20 days        | £10.00 |
| 0-14 days         | £15.00 |

**Important Note:** Compensation payments do not apply to changes caused by war or threat of war, riots, civil strife, terrorist activity, industrial disputes, natural disasters, fire, technical problems to transport, closure of ports or similar events beyond our control amounting to force majeure. The compensation payments do not apply to day trips.

**IF WE CANCEL YOUR HOLIDAY** - It is necessary for there to be a minimum number of passengers in order to operate a tour. In certain circumstances therefore we may have to cancel your holiday and if this should occur we will return to you all monies paid to us or offer you a suitable alternative. However we will not cancel your holiday: i) Immediately prior to the departure date unless you have not paid for your holiday in full. If we then cancel your holiday you will be entitled to either a comparable holiday or a full refund.

ii) After the balance due date except as a result of hostilities, political unrest, or other circumstances amounting to force majeure.

If we have to cancel your holiday at any time City Cruiser Holidays Ltd is liable only for any monies you have paid to us at the time of cancellation and for the compensation payments as detailed above.

**SURCHARGES** - The price of your travel arrangements can be varied due to changes in transportation costs - eg fuel, scheduled air fares and any other airline surcharges which are part of the contract between airlines (and their Agents) and the Tour Operator/Organiser, Government action such as increases in VAT or any other Government imposed increases and a drop in exchange rates. In the case of any small variation an amount equivalent to 2% of the price of your travel arrangements which excludes insurance premiums and any amendment charges will be absorbed or retained. For larger variations this 2% will still be absorbed for increases but not retained from refunds. In either case there will be an administration charge of £1 per person together with an amount to cover Agent's commission. If this means that you have to pay an increase of more than 10% of the price of your travel arrangements you may cancel your travel arrangements and receive a full refund of all monies paid, except for any additional amendment charges. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or re-use 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 final invoice. Whether you cancel or not you will also be entitled on the terms set out in respect of major changes as detailed below to accept an offer of alternative travel arrangements from us if we are able to do so and compensation is 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 travel due to contractual and other protection in place. Surcharges will not be imposed within 30 days of departure unless the holiday is booked within that period. Prices include all known costs when we went to press and are based on the following currency rates as recommended by ABTA on 31 March 2018 as published in the Financial Times. All rates are £ sterling: Euros 1.13. Unless specifically indicated in the holiday description entrance fees, guide costs, city guided tours and optional excursions are not included in the holiday price. Some hotels charge extra for portage and tea/ coffee served with lunch or dinner.

All prices and supplements in this brochure are quoted per person per holiday. Holiday prices include all travel, accommodation as specified and VAT as applicable in April 2018.

At the time of printing we have been advised of the possibility of the introduction of consumer levies to provide additional financial protection for the holidays in this brochure. If such a levy is introduced it will be shown as a separate item on your invoice and will not be subject to our surcharge guarantee.

**PAYMENTS FROM YOU** - If you book a holiday which does not include flights through one of our authorised travel agents all monies you pay to him will be held on our behalf from the time you receive our confirmation showing our acceptance of your booking. After that all such monies will be held on our behalf. If you book an air holiday with us through one of our authorised agents any money held by him is held on behalf of City Cruiser Holidays Limited.

**SENDING YOUR TICKETS** - After you have paid your final balance we will send you your tickets and travel information approximately 7 days before your scheduled departure date.

**LACK OF FACILITIES** - All holiday arrangements, hotels and coach facilities advertised in this brochure are published by us in good faith, and to the best of our knowledge are accurate. However, as this brochure is written twelve months in advance, and due to various reasons such as adverse weather, breakdown, seasonal activities etc., some amenities may not be available at the time of your stay.

**OUR RESPONSIBILITY TO YOU** - We accept responsibility for ensuring that all components of your holiday as described in this brochure are supplied to you to a reasonable standard. If any part is not provided in the advertised manner we will pay you reasonable compensation unless the non-provision was due to circumstances which we could not predict and which were beyond our control such as adverse weather conditions, road or traffic conditions or other such conditions amounting to Force Majeure. Please remember that some amenities (e.g. lifts, swimming pools, etc.) require servicing and cleaning and may not therefore be available at all times. Some services may be affected by weather conditions and their availability is entirely at the discretion of the other

provider of the service. Entertainment (particularly live entertainment) is frequently subject to demand and its nature and/or frequency may be varied if there is a lack of demand or insufficient numbers.

**AIR HOLIDAYS** - All prices for flight holidays unless otherwise stated are based on air travel in economy class. Passenger travel on scheduled airlines is provided under the conditions of the airline concerned as printed on the air ticket or website. We reserve the right to substitute an alternative airline or aircraft type. This brochure is issued on the sole responsibility of the tour operator. It is not issued on behalf of the airlines whose services are used in the course of the tour. Please note Flight times shown in this website, although correct at the time of publication are for guidance only and may vary as a result of subsequent adjustment to airline flight schedules. Final timings and tickets will be enclosed with your travel documentation.

## Your Financial Protection

City Cruiser Holidays Limited holds an ATOL Licence number 4682. When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

## PERSONAL INJURY (WHILST PARTICIPATING IN ARRANGEMENTS MADE BY US) ADDITIONAL PROTECTION

City Cruiser Holidays Ltd has taken all reasonable and proper steps to ensure that proper arrangements have been made for all the holidays which are advertised in this brochure and the supplies of all the services are efficient, safe and reputable and that they comply with Local and National laws and regulations of the country in which they provide these services. Whilst we have no direct control over the provision of services to you by suppliers we will pay to our clients the equivalent of such damages as they would be entitled to receive under English law in an English court for any personal injury to the client, including illness or death, caused by the failure to perform or improper performance of such services or agents of ourselves or any of our suppliers contracted or sub-contracted by us to provide any part of the arrangements for your holiday as described in this brochure where such failure or improper performance is due to the fault of such person whilst acting within the scope, or in the course of their employment and not an event which such person could foresee or forestall even if they had taken all due care.

**PLEASE NOTE:** We will make payments as stated above provided:

*i) That claims for personal injury are notified to us within 3 months of return from holiday.*

*ii) That injured clients assign to City Cruiser Holidays Ltd any rights against a supplier or other person or party they may have relating to the claim.*

*iii) They agree to co-operate with us fully should we or our insurers wish to enforce those rights which have been assigned to us or to which we are subrogated.*

*iv) Such payment is limited in the case of transport by water or air to a maximum of such sums as would be obtained under the provisions of the appropriate International conventions.*

This assignment is necessary to enable us to try and recover from suppliers any compensation we have paid to clients and associated costs, arising from personal injury to clients caused by the fault of those suppliers. If we recover more than such compensation and costs, any excess will be paid to the injured client. Please note the operation of overseas property, transport and other services is regulated and enforced by local authorities of each country and is subject to the laws, regulations and standards of codes of practice of that country. The legal and safety requirements of many foreign countries are lower than in the UK. It is the only local standards of each country that foreign suppliers operate to.

**ADDITIONAL PROTECTION** - City Cruiser Holidays Limited values its reputation with you, our client, and has therefore made arrangements for those enforceable difficulties that may occur in which you may suffer illness, injury or death during your holiday, arising from an activity which is not part of the holiday arrangements, nor organised locally through our own representative, nor through your own misadventure. In cases where holiday insurance does not already offer such an arrangement, we are prepared to provide financial assistance up to a limit of £5,000 per booking for advice, guidance and assistance where appropriate, to help deal with such a mishap. (Should you subsequently receive a satisfactory settlement, we would look to recover our costs). This is on condition that you make an insurance claim on the legal expenses section of your insurance cover in respect of any legal fees incurred abroad for that purpose, and that you produce to us confirmation from the insurance company in respect of receipt of your notification to them of your claim.

**TRAVEL DELAYS AND DISPUTES** - Compensation will not be payable for any aspect of your holiday affected by matters over which we have no control, such as weather conditions, industrial disputes affecting ferries, airlines, floods, civil disturbances, coach mechanical problems, lack of coach facilities etc. In the unlikely event of a delay due to mechanical failure of one of our coaches, we undertake to do out utmost to arrange an alternative vehicle as quickly as possible. We make every effort to operate coaches of the standard described in this brochure but can not accept claims from passengers on the basis of an inferior vehicle

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being used as a relief or replacement in an emergency, or any coach features being in-operable or clients/drivers smoking in contravention of our policy. We cannot accept responsibility for delays in arriving at the resort, missed onward travel arrangements, the loss of wages as a result of a delay in return to the UK unless it is our proven or gross negligence. No responsibility will be accepted for inconvenience or lost holidays where clients have presumed the coach will be in City Cruiser Holidays colours and failed to approach the vehicle to check with the crew. Unless otherwise indicated, on Continental tours, cross channel ferries are used. However we do reserve the right to use Eurotunnel in the event of industrial action, bad weather or for unforeseeable operational reasons. Likewise where we advertise where Eurotunnel will be used, we reserve the right to use a ferry crossing in the event of industrial action, bad weather or unforeseeable conditions. Compensation will not be payable in such circumstances.

**COMPLAINTS** - In the unlikely event that you should wish to complain about any aspect of your holiday, you must notify our driver/local representative immediately in order that he/she has the opportunity to resolve the problem quickly and to your satisfaction. If you still have reason to be dissatisfied upon completion of your holiday you should write within 28 days of your return to the Customer Services Department, City Cruiser Holidays Limited, setting out details of your complaint and quoting your booking reference number. Because of the difficulties involved in looking into a problem too long after the event we will not consider, nor accept, any liability for any complaint unless it is notified to us within the time stated above or reported to our driver/local representative at the time. Some telephone conversations may be recorded. Disputes arising out of or in connection with this contract which cannot be amicably settled may be referred to arbitration if the customer so wishes under a special scheme arranged by ABTA and administered independently by the Chartered Institute of Arbitrators. The scheme provides for a simple and inexpensive method of arbitration on documents alone with a restricted liability on the consumer in respect of costs. Full details will be provided on request or can be obtained from the ABTA website, ([www.abta.com](http://www.abta.com)). The scheme does not apply to claims for an amount greater than £5,000 per person. There is also a limit of £25,000 per booking form. Neither does it apply to claims which are solely in respect of physical injury or illness or the consequences. The scheme can however deal with compensation claims which include an element of minor injury or illness subject to a limit of £1,500 on the amount the arbitrator can award per person in respect of this element. The application for arbitration and statement of claim must be received by ABTA within 18 months of the date of return from holiday. Outside this time limit arbitration under the scheme may still be available if the Company agrees but the ABTA code does not require such agreement. For injury and illness claims you can request the ABTA Mediation Procedure and we have the option to agree to mediation. Further information on the code and ABTA's assistance in resolving disputes can be found on [www.abta.com](http://www.abta.com)

**STATUTORY AUTHORITIES** - This brochure is issued to the approval of the Traffic Commissioners and Civil Aviation Authorities 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.

**CONDITIONS OF CARRIAGE** - When you travel on an aircraft, train or ship, the conditions of carriage of that carrier apply and are subject to National and International conditions which may limit or exclude liability. Your contract made under the terms of these booking conditions is subject to English law and jurisdiction. Some coach journeys are operated by vehicles other than those owned by City Cruiser Holidays Ltd and the specification may be different to that detailed in this brochure. The Public Service Vehicle (conduct of drivers, conductors and passengers) regulations as amended 1990, apply to all coaches throughout any holiday in the UK.

*Other terms - On a holiday you may not:*

*i) Bring a pet or any other animal (except Guide dogs in UK & Eire only and by arrangement)*

*ii) Play a radio or cassette player on a coach.*

City Cruiser Holidays Ltd reserves the unconditional right to refuse a booking or terminate a client's holiday in the event of unreasonable conduct which in the opinion of Harry Shaw Holidays is likely to cause damage, distress, danger or annoyance to other clients, employees, property or to any third party. If you are prevented from travelling or continuing your holiday by such a termination City Cruiser Holidays Ltd responsibility for your holiday thereupon ceases. Full cancellation charges will apply and we will be under no obligation for any refund, compensation or loss which you may incur. You are responsible for insuring that you are at the correct 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. Excursions are included in the price of some holidays and refunds cannot be made for passengers not wishing to go on these excursions. Admission fees to buildings, ground, attractions etc. are not included. If travelling by air you should check in at your departure airport at least two hours before the departure time shown on your air ticket. Actual flight times will be those shown on your flight tickets.

**PASSENGERS WITH HEALTH CONSIDERATIONS** - Our holidays may not be suitable for people with certain disabilities or medical conditions. If you have a disability coaches can be difficult to get on and off and some of our hotels do not offer ground/low floor accommodation or lifts/easy access. Should any member of your party suffer from any disability, medical condition or require special needs that may affect their holiday or that of others you must provide full written details at the time you book the holiday, including any specific requirements that person has. Additionally, at the time you book the holiday you must provide written confirmation that all assistance the disabled person requires will be provided by you.

Please be aware that no outside assistance is available. In view of the nature of our holidays we regret that we must reserve the right to decline any bookings whenever we feel unable to accommodate the needs of any particular client or where, in our opinion, the medical condition or disability of the client 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. Notwithstanding the above, City Cruiser Holidays Limited cannot accept any liability regarding the suitability of individual holidays and we must reserve the right to decline a booking should it be considered that we will be unable to meet in full our contractual obligations to customers.

Please Note: If you wish to take a folding wheelchair, you must notify us in advance. Due to space restrictions battery driven, or electric

wheelchairs or vehicles cannot be carried on coaches.

Special menus/diets may incur an additional charge which must be paid locally to the hotel concerned.

**ROOM ALLOCATION** - Every effort will be made to provide the kind of room you have booked and we will endeavour to convey special requests to Hoteliers, however, we accept no liability for any failure to provide a special request which is not specified in the brochure and for which no supplement payment is made. Our liability for the provision of additional facilities for which a supplement is paid the liability shall be limited to the brochure price for that supplement. Booking for rooms with private facilities will be deemed to be affected by the provision of either bath and w.c. or shower and w.c. Request for one or the other will be treated as a request only. When booking a double room requests for a twin or a double bed should be made clearly, otherwise it will be assumed that either type is acceptable. In some hotels a twin bedded room may have a single king size base with two mattresses each with its own bed linen. The room description shown on your holiday confirmation refers to the main hotel on your holiday. Overnight hotels may offer different room types. It is worth noting that in some European countries it is a common feature for showers to have no cubicle or shower curtain. The reference to 'Hotel' in brochures covers all accommodation and does not necessarily distinguish between local classifications such as 'Apartotel', 'Hostel', 'Pension', 'Taverna', 'Residencia', 'Gasthof', 'Garni', 'Motel' etc. Some of the hotels etc. have annexes which are nearby for sleeping with the main meals being taken in the main building. Meals can either be hot or cold and not all hotels offer a choice of menu. Hotel management's can change meal service arrangements from buffet to waiter service and vice versa at very short notice. No responsibility can be taken or compensation provided for any affect this may have on your holiday. It is possible you will be sharing accommodation with a group from another country. Single rooms are not quite as good as twin or double rooms in terms of size, location and standard - a supplement is paid for privacy rather than facilities. On continental holidays three bedded rooms are normally twin/double rooms plus an extra bed, which may or may not be suitable for an adult and space will inevitably be restricted. The accommodation provided is only for the use of the passengers shown on the holiday invoice as confirmed by us, sub-letting, sharing or assignment is prohibited.

**SEAT ALLOCATION - AIR HOLIDAYS** - Infants under six months must sit on an adults lap with a strap for the duration of the flight. Infants aged six months and over but under two years on the date of return travel must sit on an adults lap with a strap for take-off and landing. During the flight they may occupy a seat if one is vacant. Children booked as infants who are not under two years of age on the date of the return flight will have to be paid for at the appropriate price before boarding. If there are insufficient seats they will be refused boarding as airline regulations state that all children aged two years and over must have their own seat. Infants under two years do not have a baggage allowance, though a fold up pushchair will be carried free.

**COACH SEAT NUMBERS** - On coach holidays the seat number reserved for you is reserved on your ticket. Please Note; we reserve the right to change this at any time and no compensation will be payable for changes made.

**Smoking Policy - Coaches and Aircraft**

IT IS AGAINST THE LAW TO SMOKE IN ENCLOSED PUBLIC AREAS AND THE SMOKING POLICY ON BOTH COACHES AND AIRLINES WILL ACCORD WITH ALL LEGAL AND HEALTH AND SAFETY REQUIREMENTS.

**LUGGAGE ALLOWANCE** - Our maximum liability to you for loss or damage to luggage is £25 per person. We cannot accept any responsibility for loss or damage in respect of:

- Fragile items such as chinaware, glassware or similar items
  - Cash, foreign currency, travellers cheques or other forms of money, credit or debit cards
  - Jewellery
  - Passports
  - Cameras and camcorders, CDs/cassette players; hearing aids; binoculars; spectacles; medication; mobile phones or computer equipment
  - Leather/fur coats
  - Cigarettes, tobacco, perfume or drinks including alcoholic drinks
- We cannot accept responsibility for loss or damage to personal belongings left on vehicle overnight.

Luggage is restricted to one medium size suitcase (30"x18"x10" weighing up to 20kgs) per person, and it is also recommended that you take an overnight bag with you for use on the coach during the journey, plus a cushion or small pillow. The standard baggage allowance is up to 15kg for hold luggage and 5kg for hand luggage. Infants under 2 years of age do not have a baggage allowance. Baggage allowances must be strictly adhered to with possible charges imposed for excess baggage. Please note that due to legal coach weight restrictions no "cool boxes" or cases of beer or wine can be carried on the outward or return coach journeys. Regrettably we are unable to carry skis, bicycles or fishing rods etc. Whilst our Driver will of course physically load your luggage onto the coach it is your responsibility to ensure that your luggage is loaded onboard the coach on which you are travelling. We cannot accept responsibility for loss of or damage to, luggage or personal effects unless it can be established to have been caused by our negligence. Porterage is not normally available between the coach and accommodation. Where this service is available it may incur a small additional charge. You should take all your personal belongings with you at overnight stops. We cannot accept responsibility for loss or damage to personal belongings otherwise. Please be sure your luggage is in good condition.

**PASSPORT & VISAS** - For all Continental and Worldwide holidays you will require a full ten year passport issued in the UK valid for six months after arrival back in the UK. If you have any doubts about your status as a 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/visa requirements needed in your particular circumstances. We cannot accept responsibility if passengers are not in possession of the correct travel documents. Remember that Spouses must have their own passport and children including babies who are not already included on a valid 10 year passport will need to hold their own passport if they are to travel abroad. It is not now possible to add or include children on British passports. Children who are already included on an existing passport may continue to travel with the passport holder until either the child reaches the age of 16 or the passport on which the child is included expires or needs to be amended. The name on the passport must match the name on the ticket. If you need to apply for a passport do so at least twelve weeks before departure.

There are often long delays in obtaining visas so be certain to apply in plenty of time. Please note: Visas - some countries have special rules about passport and visas. Please check with embassies or consulates of countries to be visited to confirm requirements. With USA - majority of visitors to the USA from Britain no longer require a visa as a result of the Visa Waiver Programme. There are some exclusions however, for example passengers holding a British subject passport and anyone with a criminal record. Please contact the US embassy for further information.

**SPECIAL REQUESTS** - We cannot accept any reservation which is made conditional upon a Special Request being satisfied. Requests cannot be guaranteed and do not form part of a contract between us.

## DEPARTURE POINTS

All departure points are operated strictly subject to a minimum number of passengers. We reserve the right to offer you an alternative departure point should operational circumstances ever deem this necessary.

**INCLUDED EXCURSION PROGRAMMES** - No entrance fees or boat fares are included on trips and we reserve the right to substitute any advertised excursion with a similar alternative if operational reasons should ever make it necessary. The availability of optional excursions cannot be guaranteed and are operated on the basis of a min. 20 passengers booking.

**HEALTH** - Always check with your Doctor as to which inoculations are advisable or necessary well before you travel. You should always refer to the DOH leaflet T5 (Advice For Travellers) available from your local DOH office. This does not however replace the need for holiday insurance. Similarly, in some foreign countries levels of liability insurance (whether required by law or held voluntarily) are considerably lower than those normally held or requested in the UK. You may wish to arrange top up personal accident insurance for your party particularly if you are intending to take an excursion involving transportation by water or by air other than on a British registered airline.

**ACCOMMODATION** - Your accommodation will usually be ready for occupation from early afternoon on the day of your arrival. On the day of your return journey you will normally be required to vacate your accommodation by 9am. Please leave it clean and tidy. Arrangements wherever possible are made for you to leave your luggage at the hotel for the rest of the day and facilities are made available for a wash and change of clothes. With the exception of self-catering and bed and breakfast holidays, the first meal is dinner on arrival and the last meal is breakfast on the day of departure on both half and full board holidays. Full board provides breakfast, lunch and dinner daily whilst half board provides just breakfast and dinner. Breakfast is usually continental. Vegetarian meals may not be of as high a standard as non vegetarian. Special diets such as low fat, sugar free etc., cannot be catered for.

## BEHAVIOUR

When you book with us you accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss must be paid direct at the time to the accommodation owner or manager or other supplier. If you fail to do so, you will be responsible for meeting any claims subsequently made against us, (together with our own and the other party's full legal costs), as a result of your actions. In the event of any client behaving in such a way as is likely, (in our reasonable opinion or the reasonable opinion of any person in authority), to cause offence, danger, damage, discomfort or distress to others we reserve the right to terminate that person's holiday arrangements. In this situation we will not be liable to complete your holiday arrangements, (including return travel arrangements), and will not pay you, nor be liable for any refund, compensation or any other costs you have to pay. We cannot accept responsibility for the behaviour of others in your accommodation or if facilities are removed as a result of their action. **Please note:** It is possible that clients travelling with other companies and of other Nationalities will be accommodated in the same hotels, complexes or campsites etc. as yourself. It is impossible for us to influence their behaviour or the behaviour of our clients in any way and we cannot accept responsibility for any problems caused by noise etc.

## OVERNIGHT STOPOVERS AND OFFICIAL HOTEL CATEGORIES

- Accommodation used for overnight stopovers will be in comfortable family run hotels or modern purpose built hotels. They all offer good standards of quality and comfort. Frequently there is no official "Tourist Board" categorisation available. All accommodation categories referred to in this brochure/website are those as confirmed by the accommodation suppliers as at 01 April 2018. Please note: These may change. Hotel grading and classification systems vary so widely throughout the world that they do not represent a consistent method of comparing accommodation standards from one country to another or occasionally even within the same country. We therefore advise you to treat them purely as a guide.

**DELAY** - If you take our City Cruiser Holiday Insurance you will either receive compensation for any departure delay over 12 hours or you may cancel your holiday after 12 hours delay and obtain a full refund of your holiday costs (less any excess and the Insurance Premium paid). Please note: the Insurance does not cover delay caused by mechanical breakdown of coaches and is not applicable to UK holidays. Refer to separate cover note for details of excess and insurance conditions. Delays relating to trips involving CONCERTS & SHOWS, City Cruiser Holidays cannot accept responsibility for any delays in arrival or failure to arrive at any venue due to bad weather, industrial action or circumstances beyond our control. Neither can we be held responsible for the non-appearance or failure to appear of any artist(es) or the cancellation of any concert for whatever reason - See Concert Cancellation & Personal Travel Insurance Cover (paragraph 5).

**BREXIT** - In the event of no agreement being reached regarding coach travel abroad it may be necessary for us to sub-contract all or part of coaching arrangements to an operator based outside the UK who is able to continue operating on the Continent. In such circumstances no compensation will apply.

**PAYMENT BY CREDIT CARD** - Charge cards such as American Express and Diners Club are not accepted. There is no charge for use of Credit Cards, Switch/Delta or other debit cards.

**ABTA & ATOL BONDING** - City Cruiser Holidays Limited has lodged a bond with ABTA which provides financial security for all monies paid in respect of holidays utilising coach and ferry services.

**Our ABTA registration number is V1801.** By law Tour Operators of holidays involving flights require an ATOL (Air Tour Operators Licence). A bond has been lodged with the Civil Aviation Authority to provide financial security for all monies paid in respect of holidays by air. **Our ATOL number is 4682.**

**A LARGE PRINT SIZE COPY OF THESE TERMS AND CONDITIONS ARE AVAILABLE ON REQUEST**



# HARRY SHAW DAY TRIP BOOKING CONDITIONS

- 1. BOOKINGS** - Intending passengers should book their journeys as much in advance as possible. The full fare is to be paid at the time of booking and no deposits can be accepted.
- 2. ALTERATIONS BY YOU**
  - (a) If you wish to change to another Day Trip and providing you notify us more than 14 days in advance of departure you will be charged an amendment fee of £1.00 per person with the exception of day trips involving tickets to theme parks/theatre etc. Please see below for further details.
  - (b) If you wish to make any alteration less than 14 days prior to departure it will be treated as a cancellation and cancellation charges will be levied as detailed in paragraph 3.

**IN RESPECT OF ANY DAY TRIPS WHERE A TICKET FOR A CONCERT/THEATRE/THEME PARK ETC. IS INVOLVED NO CHANGE OF DEPARTURE DAY CAN BE MADE.**

### 3. CANCELLATION BY YOU

If you cancel your day trip the following charges will be levied - except in respect of trips which need a ticket;  
14-7 days prior to departure 60%  
7-0 days prior to departure 100%

**DAY TRIPS WHICH INCLUDE A TICKET FOR A CONCERT/THEATRE/THEME PARK ETC. LOSS OF ALL MONIES PAID IRRESPECTIVE OF DATE OF CANCELLATION.**

### 4. LUGGAGE/PERSONAL BELONGINGS

Harry Shaw/City Cruiser do not accept responsibility for loss or damage to baggage howsoever caused.

### 4a LOST PROPERTY

A charge may be made to cover any costs incurred in tracing, storing and handling of any property left on coaches, or on any coach leased to the company.

### 5. RESPONSIBILITY FOR ERRORS

No responsibility can be accepted by the company for any error in date of Travel or picking up point after ticket has been issued.

**PLEASE CHECK TICKET DETAILS CAREFULLY.**

### 6. TRAVEL DELAYS AND DISPUTES

Compensation will not be payable for any aspect of your trip affected by matters over which we have no control such as weather/traffic conditions, industrial disputes, civil disturbances, coach mechanical problems, lack of coach facilities etc.

### 7. DEPARTURE TIMES

Harry Shaw/City Cruiser informs all intending passengers to be at designated boarding points **NO LATER THAN 10 MINUTES PRIOR TO SCHEDULED DEPARTING TIME.** Coaches will leave promptly. No responsibility can be accepted for late arrivals. Passengers can only be set down and picked up at official stops as detailed on your Booking Confirmation.

### 8. CHANGE TO ADVERTISED EXCURSIONS

Harry Shaw/City Cruiser reserves the right to alter/amend, suspend, cancel, withdraw any of the excursions in its current programme without prior notification and will not be liable for any loss howsoever arising. In the event of cancellation, Harry Shaw/City Cruiser are only liable for monies paid and there will be no further compensation payable.

### 9. CHILDREN'S & SENIOR CITIZEN FARES

Infants aged under 3 years without seat on coach travel free of charge. Children's fares apply to all children aged 3-14 years on day

of travel and in the ratio of one child per two adults (16 years and over). The above children's fares relate to SEAT ONLY trips and do not include those where admission charges apply i.e. theatre/concert/theme parks etc. For those children's fares please refer to relevant tour details. All children under the age of 16 must be accompanied by at least one person 16 years and over. Senior Citizens fares apply to persons aged 65 and over.

### 10. COACHES

Due to high demand at peak times or in any other circumstances beyond our control you are advised that carriage may be taken in coaches other than those owned or operated by Harry Shaw/City Cruiser or in mini coaches.

### 11. ALLOTMENT OF SEATS

For operational reasons we reserve the right to change your seat numbers at any time.

### 12. ENGLISH LAW

Harry Shaw/City Cruiser inform all passengers that any tickets sold or arrangements entered into are purchased on the conditions that the laws of England shall apply. Harry Shaw/City Cruiser passengers are not permitted to:-

Bring on to the Company's vehicles or have in their possession intoxicating liquor for the purposes of consumption. Consume intoxicating liquor on the Company's vehicles. Enter or remain on the Company's vehicles having consumed intoxicating liquor or when drunk.

Bring on to the Company's vehicles or have in their possession any drugs or medical products other than those within the meaning of the Medicines Act 1968. Remain on the vehicle when directed to leave by the driver or any company official on the grounds that he/she is causing a nuisance or smoking.

Bring a pet or any other animal (other than guide or hearing dog and only by prior arrangement).

Play a radio or any other external sound producing instrument on board.

### 13. SPECIAL REQUESTS

We cannot accept any reservation which is made conditional upon the special request being satisfied and such requests do not form part of any contract between us.

### 14. HARRY SHAW/CITY CRUISER reserves

the unconditional right to refuse a booking or terminate a passenger's trip in the event of unreasonable conduct which in the opinion of Harry Shaw/City Cruiser is likely to cause damage, distress, danger or annoyance to any other clients, employees, property or any third party. If you are prevented from travelling or continuing your trip by such a termination Harry Shaw/City Cruiser's responsibility for your trip thereupon ceases. Full cancellation charges will apply and Harry Shaw/City Cruiser will be under no obligation for any refund, compensation or loss which you may incur. You are responsible for ensuring that you are at the correct departure point at the correct time and we cannot be held liable for any loss or expense suffered by passengers because of their late arrival at any departure point.

### 15. THEATRE & CONCERT TRIPS

We cannot accept responsibility for any delay in arrival or failure to arrive at venues or theatres which are a result of circumstances

beyond our control. No guarantee can be given that advertised stars taking lead roles will appear and no refund will be applicable in the event of 'stand ins' taking role. On 'concert' tours we cannot accept responsibility for non performance of any artists or cancellation of concert for whatever reason; if concert/show is cancelled on day of departure - ticket only value will be refunded. No guarantees can be given regarding ticket location as these may be in separate parts of the theatre, and we reserve the right to change seat/place numbers at any time.

### 16. LIABILITY FOR INJURY

The company will not accept liability for damage, injury or loss for any passengers standing up or walking around the vehicle whilst in motion. Also where seat belts are fitted they must be used.

### 17. NO SMOKING POLICY

The company operates a policy of no smoking on all coaches. Claims will not be accepted from passengers if this policy is not adhered to in any way.

### 18. COMPLAINTS

In the event of a complaint passengers should endeavour to seek a solution at the time by requesting assistance from the driver or the company. If this has not provided a remedy complaints should be submitted in writing within 7 days of your trip. No correspondence will be entered into unless we are notified within the time specified.

**Harry Shaw/City Cruiser Emergency  
Phone 0797 663 1976  
(Available 12 hours prior to departure)**

**All Other Times Please Contact  
02476 455 544**