

HOLIDAYS - FAIR TRADING CHARTER

Our Fair Trading Charter sets out clearly the responsibilities which we at Superior Coaches t/a East London Travel have to you and which you in turn have to us when a contract is made between us. The Contract is made when you make a booking and we accept it by written confirmation on the terms set out in this brochure. 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 obligations to provide you with the holiday you have booked in this brochure. Your contract is entered into with East London Travel where your money is protected in a Natwest Bank trust account.

YOUR CONTRACT WITH EAST LONDON TRAVEL

1. How to Book – Telephone 01702 528038, postal booking, online www.eastlondontravel.co.uk, Local travel agents. At the time of booking we require a £40.00 per person non-refundable deposit. Your contract with us is confirmed once your booking has been entered in to our reservation system and a confirmation has been issued.

2. You Pay the Balance: The balance of the holiday cost must be paid no less than 6 weeks before the departure date. If you have made your holiday booking within 6 weeks of departure then the total holiday price is immediately payable. No further reminder is sent to you and if the balance remains unpaid at this time, we reserve the right to cancel your booking and to make a cancellation charge at the rates shown below.

3. If You Change **Your** Holiday Booking: If you wish to alter your booking in any way (e.g. by changing departure date, pick-up point, accommodation or name change) we will do our utmost to make the changes, provided written notification is received at OUR HEAD OFFICE from the person who signed the booking form. We will make an administration charge of £10 per person per change. Any alteration other than a name change made by you less than 6 weeks before departure will be treated as a cancellation of the original booking and will subject to the cancellation charges set out below. Name changes will not be accepted within 7 days of departure.

4. If You Cancel Your Holiday: If you or any member of your party wishes to cancel your holiday, you must notify us in writing immediately. In any case, the date of cancellation will be the date on which notice is received in the Tours Department. The person who signed the Booking Form must also sign the letter of cancellation. As this incurs administration costs and we may not be able to resell your booking. Cancellation charges will apply on the following scale:

NOTICE GIVEN	CHARGE
Over 42 days	Deposit only
42 – 29 Days	30% or Deposit if greater.
Under 28 Days	100% of Total holiday cost

5. Complaints: If you have a complaint during your holiday please immediately inform our local representatives who will do their best to rectify the problem. If the matter cannot be put right on the spot you must record the details of your complaint in writing with our local representatives or address your complaint to East London Travel, 39 Hillside Road, Eastwood, Leigh on Sea within 28 days of completion of your holiday. We cannot consider any claims if this procedure is not adhered to.

6. Travel Documents: You are solely responsible for ensuring that all necessary travel documents e.g. full 10 year passports, visas, vaccination certificates, travel insurance etc are valid and effective. We would be pleased if you would note that all non-EU passports holders must now obtain a special visa for entry into France and some other EU countries.

7. Animals - You may not bring a pet or other animal with you on holiday.

8. Seating – Seat numbers are allocated at the time of booking, but it is possible that on occasion, for operational reasons, a coach of different configuration may be used and we must, therefore, reserve the right to alter a seating plan and allocate seats other than those you have booked, although this will be avoided as far as possible

9. Smoking is NOT allowed on any of our coaches.

10. Departure Times - 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 clients because of the late arrival at any departure point. As a precaution we would strongly advise all clients to arrive at their departure point at least 10 minutes prior to the departure of their tour.

11. Luggage – We allow one medium size suitcase and one small bag as hand luggage. It is your responsibility to ensure your luggage is on board the coach you are traveling on.

12. Channel Crossings: Our Continental Tours crossing to France are scheduled to use either the Eurotunnel or Ferry as shown on the relevant tour descriptions. In the event of one of these services not being available, we reserve the right to use the alternative means of travel without prior notification

13. Insurance – We advise you to take out travel insurance. It is advisable to obtain an EHIC form from the post office which entitles you to free or reduced cost emergency state medical treatment in the EC. As health recommendations change from time to time you should seek medical advice prior to departure.

14. Right of Refusal: We must point out that East London Travel reserve the unconditional right to refuse a booking or terminate a passengers holiday in the event of unreasonable conduct, which in our opinion is likely to cause distress, damage, danger or annoyance to other customers, employees, property or to any third party. This includes any passenger who fails to advise us of any medical condition or disability. Upon such refusal or termination, our responsibility for your holiday ceases. Full cancellation charges will apply and we will be under no obligation whatsoever for any refund, compensation or loss you may incur.

15. What Is Included In The Holiday Price - Holiday prices include all coach travel, hotel accommodation and meals as specified in the holiday description and VAT at the current rate where applicable. Included Excursions unless otherwise stated, excursions to cities and other major places of interest do not include guided tours or entrance fees to places of interest. Whilst you are on an included excursion, a guided boat cruise, or entrance to an attraction may be offered as an optional activity at a reasonable charge. We require a certain number of passengers to be able to operate optional excursions.

16. Surcharges - The price of your holiday is subject to surcharges on the following items: government action, VAT, currency, fuel. Even in this case we will absorb an amount equivalent to 2% of the holiday price which excludes insurance premiums and any amendment charges. Only amounts in excess of 2% will be surcharged. Where a surcharge is payable there will be an administration charge of £2.00 together with an amount to cover agents commission. If the surcharge is more than 10% of the holiday price you may cancel your holiday with a full refund of all money paid, less any premium paid to us for holiday insurance and amendment charges. You must exercise this right within 14 days from the issue date printed on the invoice. Surcharges will not be imposed within 30 days of departure.

17. If We Change Your Holiday: Your holiday is planned many months in advance. Inevitably there are occasions when circumstances beyond our control may force us to make changes to the advertised holiday. Most changes are minor. However, if we have to make significant changes you will have the option of withdrawing from the holiday without penalty or accepting the changes with a variation of the price to take account of the changes, or, for equivalent value, choose another available holiday. No claims for compensation or expenses will be considered. Significant changes would be regarded as departure date change, quality of hotel. Occasionally hotels, which we have booked in advance, may become unavailable for reasons entirely beyond our control. Where this occurs, we will arrange a replacement hotel of similar, or higher standard and as near to the location of the original hotel as possible. We will make every effort to notify customers of hotel changes prior to their departure, providing we ourselves have adequate notice of the necessity to change. We reserve the right to change and alter pick up & drop off points at short notice should circumstances beyond our control make this necessary. No compensation will be paid.

18. If We cancel Your Holiday: In certain circumstances we may have to cancel your holiday, for example, our tours have minimum passenger requirements, and if this should occur we will return to you all the money you have paid to us or offer you a suitable alternative. We will not

however, cancel your holiday during 4 weeks immediately prior to the departure date unless;

(a) You have not paid for your holiday in full.

(b) Your holiday is influenced by events beyond our control such as war or threat of war, riots, civil strife, industrial disputes, natural disasters, fire, epidemics, bad weather, technical problems to transport, the closure of airports or ports, terrorist activities, hotel ceases trading. Governmental action or General Election or similar events beyond control.

19. Our Responsibility to You: We accept responsibility for ensuring that each part of the holiday booked with us is supplied as described in this Brochure and to a reasonable standard. However, we would draw your attention to the following circumstances which fall outside our direct control and where we are not prepared to accept liability.

a) Please remember that some amenities (e.g. hotel lifts, swimming pools etc) require servicing and cleaning and may therefore not be available at all times. Some services are also affected by weather conditions (e.g. availability of outdoor swimming pools, chair lifts etc) and their availability is at the discretion of the provider of the service.

Entertainment (particularly live entertainment) provided by hotels is frequently subject demand and its nature and frequency may be varied if there is lack of demand or insufficient numbers in the hotel.

b) The published running times of services are estimates only and we will not be liable for any loss (howsoever caused) arising from delay or failure to operate services in accordance with published timings.

c) We accept no liability whatsoever for delays caused by circumstances beyond our control. This includes delays caused by industrial disputes, closure of ports, mechanical breakdown, adverse weather conditions, Force Majeure etc.

20. Special Requests: We accept these on the understanding that (provided they are mentioned in the Booking Form) they will be passed on to the hotel. Under no circumstances can we guarantee that such requests will be granted or that the hotel has, or is able to, provide the requested facility.

21. Finance Security & Peace of Mind – Your Holiday is operated by East London Travel, 39 Hillside Road, Eastwood, Leigh on sea, Essex SS9 5DQ. When you book with East London travel all monies are deposited

into a Trust account that is held at Natwest Bank. The account fully complies with the Package Travel, Package Holidays and Package Tour regulations 1992.

22. If any of these terms and conditions are not legal this will not void the rest of the terms and conditions.

23. DATA PROTECTION 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 security measures are in place to protect your information. We must pass the information on to the relevant suppliers of your travel arrangements such as airlines, hotels, transport companies etc. The information may also be provided to public authorities such as Customs/Immigration if required by them, or as required by law. Additionally, where your holiday 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 any 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.).