

# BOOKING CONDITIONS

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## HORNSBY HOLIDAYS

Hornsby Holidays is the trading name operated by Hornsby Travel Services Limited, 51 Ashby High Street, Ashby, Scunthorpe, S. Humberside, DN16 2NB.

Tel: (01724) 282255

This company complies with the EC Directive, The Packaging Travel, Package Holidays and Package Tour Regulations 1992

### Financial Security - Your Money Is Safe With Us

A key part of the above legislation is that companies putting together 'package holidays' should provide financial protection against the costs of repatriation and for a refund to clients of monies paid for holidays which have yet to take place. This company provides this financial protection.

Our Booking Conditions set out clearly and simply the responsibilities which we at Hornsby Travel Services Limited 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 of the terms set out in this brochure. When signing the Booking Form for your holiday you will sign on behalf of yourself, and the others named in your party, that you have read, understood and have accepted our Booking Conditions. 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 our specification of that holiday and our terms are clearly stated in our brochure. Any other subsidiary companies of Hornsby Travel Services Limited involved in the booking or management of your holiday shall be deemed to act as our agents.

Holiday information was correct at the time of going to print but we reserve the right to make changes of which we will endeavour to inform you or your agent of, prior to booking. For changes occurring after booking, please see 2.2.

**DEFINITIONS FORCE MAJEURE:** means circumstances where performance and/or prompt performance of the contract is prevented by adverse weather (i.e. storms and fog), natural or nuclear disaster, fire, war, or threat of war, riot, civil strife, terrorist activity, industrial disputes (as defined below), or other similar circumstances beyond the control of the Company.

**INDUSTRIAL DISPUTE:** is a dispute between a person, other than the tour operator, supply services comprised in a packaged holiday and which the tour operator, his employees and/or any other persons whose services affect the performance of the package holiday cannot reasonably be expected to overcome by substituting comparative alternative arrangements.

## BOOKING AND PRICE INFORMATION

### 1.1 YOUR HOLIDAY PRICE

Holiday price includes all specified travel, hotel accommodation and meals as specified in the holiday description and VAT at the current rate where applicable. Some hotels may make a small additional charge for tea or coffee served after lunch and dinner. Unless specifically indicated in the Tour Itinerary or Description, entrance fees, guide fees, city sightseeing tours are not included in the Holiday Costs. Excursions are included in the price of most holidays and refunds cannot be made for passengers not wishing to go on these excursions.

### 1.2 CHILD REDUCTIONS

Subject to availability, and at a discount of 30% unless specifically stated at the time of booking. These reductions apply to children aged 2-14 inclusive during any part of the holiday, for one or two children when sharing a room or cabin with two full fare paying adults. These children will be allocated a seat on the coach/hydrofoil. Infants whose second birthday fall after the return of the holiday can travel free provided they do not occupy a seat. A charge may be made by the hotel to cover cot and nominal food. As a guidance, this charge will be approximately £10 per day.

### 1.3 PAYMENT OF DEPOSIT

When you make your booking you must complete a booking form accepting on behalf of the party of the terms of our booking conditions and pay a deposit of £60 per person. This money immediately becomes the responsibility of Hornsby Travel. If the booking is through one of our agents, the deposit is held by the agent on behalf of Hornsby Travel Services Limited and the agency will immediately send the money and booking form to us.

### 1.4 WE RESERVE YOUR HOLIDAY

On receipt of your deposit and booking form we will, within seven days, send direct to you or the agent a confirmation invoice containing all your booking instructions and notification of your balance of payment date. Please read the information carefully and if anything is not to your specification please notify us or your agent immediately. If you have not yet received the confirmation within 15 days of making the booking, please contact us or your agent.

### 1.5 YOU PAY THE BALANCE

The balance of payment must be paid via the office at which you made the booking no later than **4 WEEKS prior to your departure date.**

If the balance is not paid on time we reserve the right to cancel your holiday, retain your deposit and apply cancellation charges set out in Paragraph 3.1. 'If You Cancel Your Holiday'. If you book after the balance due date (see above) you must pay the full amount at the time of booking. A travel agent must not demand balance payment in advance of the specified date.

### 1.6 SURCHARGE POLICY

The price of your holiday is subject to surcharges on the following items: governmental action and currency. 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 equivalent to 2% of the holiday price which excludes insurance premiums and any amendment charges. Only the amount in excess of this 2% will be surcharged but where a surcharge is payable there will be an administration charge of 50p together with an amount to cover agents' commission. Surcharges will not be imposed within 30 days of departure.

In the event of a surcharge becoming necessary, revised charges in respect of changes to any given variable will be calculated by taking the total charge 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. 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 for any premium paid to us for holiday insurance and amendment charges. Should you decide to cancel because of this, you must exercise your right to do so within 14 days of the issue date printed on the invoice.

## CHANGES

### 2.1 IF YOU CHANGE YOUR BOOKING

If, after our confirmation has been issued, you wish to make any amendment or alteration to your holiday booking, we will do our utmost to make the changes, provided that written notification is received at our offices from the person who signed the Booking Form, or their Travel Agent. This must be accompanied by a payment of £5 per person or £10 per booking form. However, we may not be able to accommodate all amendments due to operational and administrative difficulties.

### 2.2 IF WE CHANGE YOUR HOLIDAY

It is unlikely that we will have to make any changes to your holiday arrangements or itineraries. However, because we plan arrangements many months in advance we must reserve the right to do so if necessary.

Minor changes - Sometimes we need to make minor changes. If possible we will let you know of these before departure - in some cases we have to make changes after departure and your driver concerned will advise these as soon as possible.

Major change procedure - these include changes of resort, time of departure or return by more than 12 hours or offering accommodation with a lower classification.

**If we have to make a major change you can decide:-**

- to continue with your holiday as amended
- accept an alternative holiday which we may offer you
- cancel your booking

If you choose (i) and (ii) we will pay compensation on the scale below. If you choose (iii) we will refund all monies paid to us plus compensation on the scale below.

Period before departure	Compensation per person
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More than 28 days.....	Nil
More than 14 days.....	7.5% of holiday cost
0-13 days .....	10% of holiday cost

In force majeure (as defined later) situations we may have to make alternative transport arrangements without any prior notice. This could mean travel to your resort by road, rail or sea, and if we do not make quick re-arrangements clients could be stranded. Although you are individuals we have to make alternative arrangements on a group basis. Compensation cannot be paid for any changes caused by force majeure. For delay payments see 4.1c. Clients can refuse the alternative transportation but will then be responsible for their own travel arrangements and related payments.

## CANCELLATIONS

### 3.1 IF YOU CANCEL YOUR HOLIDAY

You, or any member of your party, may cancel your holiday at any time provided that the cancellation is made by the person signing the booking form and is communicated to us in writing via the office at which you made your booking. As this incurs administrative costs we will retain your deposit and in addition, apply cancellation charges up to the maximum shown below:-

Period before departure within which written confirmation is received	Amount of cancellation charge
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More than 28 days before departure .....	Loss of Deposit Insurance
15 to 28 days before departure.....	45% of total invoice cost Premium to be
3 to 14 days before departure .....	60% of total invoice cost deducted
Under 3 days .....	90% of total invoice cost before
Departure date or after .....	100% of total invoice cost calculation

If the reason for cancellation is covered under the terms of an insurance policy you may be able to reclaim these charges. Without prejudice:- we look sympathetically at genuine reasons for cancellation and will consider giving a credit voucher for a future holiday.

### 3.2 IF WE CANCEL YOUR HOLIDAY

In certain circumstances, other than force majeure (as defined earlier), we may have to cancel your holiday i.e. insufficient numbers booked. If this should occur we will return to you all the money you have paid to us and compensate to the scale shown in 2.2 or offer you a suitable alternative. However we will not cancel your holiday:

- Immediately prior to the departure date unless you have not paid for your holiday in full.
- Unless your holiday is influenced by events beyond our control amounting to force majeure (as defined earlier) and we have to cancel your holiday at any time we are liable only for any monies you may have paid to us at the time of cancellation.

NOTE: Should cancellation be because of insufficient numbers, a decision to cancel will be made at least 28 days before departure.

## OTHER TERMS

### 4.1 OUR RESPONSIBILITY TO YOU

(A) We make every effort to ensure that proper arrangements have been made for all holidays advertised by us and that the supplies of the services which you will enjoy during your holiday are efficient and reputable.

If any such 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 (see force majeure).

Please remember that some amenities (e.g. hotel lifts, swimming pools etc.) require servicing and cleaning and may not therefore be available at all times.

(B) We accept responsibility on our holidays for the negligent acts and/or omissions of:  
(i) our employees and agents.

(ii) our suppliers or sub-contractors, servants and/or agents of the same whilst acting during the scope of, or in the course of their employment (other than sea carriers) in respect of claims arising as a result of death, bodily injury or illness caused to the signatory of the contract and/or any other named persons on that booking form. 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.

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

- that claims for personal injury are notified to us within 3 months of the return from holiday,
- the injured client(s) assigned to Hornsby Travel Services Limited any rights against a supplier or other person or party they may have relating to the claim,
- they agree to co-operate fully with us should we or our insurers wish to enforce those rights which have been assigned to us or to which we are subrogated and
- such payment is limited in the case of transport by water to a maximum of such sum as would be obtained under the provisions of the appropriate international conventions.

**HORNSBYHolidays - Reservations 01724 282255**

## BOOKING CONDITIONS

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 clients.

(C) 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, unless the delay was more than 12 hours or involved a significant time spent at the resort in relation to the length of the holiday provided that it is not the operators proven or gross negligence.

NOTE: One of the reasons we insist on insurance being taken out is to ensure that clients have delay cover as any claims for delays are dealt with by the delay section of clients' insurance policies and not from Hornsby Travel Services Limited.

(D) We limit our liability for claims involving areas other than injury, illness or death to a maximum of two times the value of the holiday.

### 4.2 CONDITIONS OF CARRIAGE

When you travel on any mode of transport other than our own, 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 our Booking Conditions is subject to English Law and jurisdiction. The Public Service Vehicle (Conduct of Drivers, Conductors and Passengers) Regulations as amended 1990, apply to all coaches throughout any holiday in the U.K.

### 4.3 STATUTORY AUTHORITIES

We reserve the right to alter any information given within this brochure in order to conform with requests from the Traffic Commissioners, and any other competent authority in the United Kingdom and any other sovereign state through which the tour runs.

### 4.4 MISCELLANEOUS ITEMS

a) **Departure Points** You are responsible for ensuring that you are at the correct departure point at the correct time, we cannot be liable for any loss or expense suffered by passengers because of their late arrival at any departure point. It is important that you make yourself conspicuous at the departure point as occasionally we may use other companies vehicles on transfer services, i.e. taxis.

b) **Car Parking** We are able to provide pre booked parking places:-

#### CHARGE:- Planned time away

Up to 30 hours	£6.00
Over 30 hours	£11.00

These charges include VAT.

#### Conditions of parking

i) Owners must be at our depot 20 minutes before departure.

ii) **Keys.** A spare set of keys tagged with the registration number and security code must be handed to our representative in case we have to move the car.

iii) Whilst we make every endeavour to protect your car we cannot be held responsible for its absolute safety. We advise that radios and valuables are removed.

iv) All claims for theft or damage are to be made against clients own insurance.

v) The charge we make is to cover our administration costs.

#### c) **On a holiday you may not:**

i) Smoke at any time on the coach

Behave in an unreasonable manner which may upset or jeopardise the safety of other passengers. We must point out that Hornsby Travel Services Limited reserve the unconditional right to refuse a booking or terminate a passenger's holiday in the event of unreasonable conduct. If you are prevented from travelling or continuing your holiday by such a termination Hornsby Travel Services Limited's responsibility for your holiday thereupon ceases. Full cancellation charges will apply and Hornsby Travel Services Limited will be under no obligation for any refund, compensation or loss which you may incur.

ii) Clients are not encouraged to move around the vehicle whilst it is in motion and should they feel the need to use the wash-room or drinks facilities on executive coaches they do so of their own choice. Should the vehicle have to make any sudden movements, caused by a third party (and not our driver's negligence) such as an erratic driver, where the third party cannot be identified, we will not accept responsibility for any injury but will, of course, offer assistance.

iv) Bring a pet or any other animal (other than Guide Dogs by arrangement).

v) Play a radio or a cassette player on a coach.

### COMPLAINTS

#### 5.1 IF YOU HAVE A COMPLAINT (Complaint procedure)

If you have a complaint during your holiday please inform our driver/courier or Hotel Manager. They will do their best to help and resolve the matter. (Please obtain the name of the person to whom you place your complaint and the time and date). If the matter is not resolved within a reasonable time, repeat the complaint and ask for a written receipt. If the matter is not or cannot be resolved at the time you must notify us in writing within 28 days of the completion of your holiday and this must be sent to our registered office. Please quote your reference number, departure date and forward all relevant information. We will reply within 14 days of receipt of your letter.

PLEASE NOTE: If the above procedure is not followed then we will be unable to make satisfactory assessment of complaints on your return from holiday and therefore we will not be given the opportunity to rectify the problem and this may prejudice any later complaint.

#### 5.2 WHAT HAPPENS TO COMPLAINTS?

All complaints received are thoroughly investigated and customers kept informed at each stage of the investigation. Sometimes the investigations can take time awaiting response from hoteliers. We can normally agree an amicable settlement of the few serious complaints we receive, if the complaint is found to be genuine.

#### 5.3 ARBITRATION CONDITIONS

Disputes arising out of, or in connection with, this contract which cannot be amicably settled, may (if the customer so wishes) be referred to arbitration under a special Scheme which, though devised by arrangements with the Bus & Coach Council, is administered quite independently by the Chartered Institute of Arbitrators.

The Scheme (details of which will be supplied on request) provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on the customer in respect of costs. The Scheme does not apply to claims for an amount greater than £1,500 per person. There is also a limit of £7,500 per booking form. Neither does it apply to claims which are solely or mainly in respect of physical injury or illness or the consequences of such injury or illness. (There is a time limit of 9 months from the date of return.)

### PASSPORTS

The following information applies to British Citizens travelling abroad including children.

6.1 You are required to have a full 10 year passport when travelling abroad. 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 relevant authority.

The exceptions when passports are NOT required are:-

(a) Southern Ireland

We cannot accept responsibility if passengers are not in possession of the correct travel documents.

### GENERAL INFORMATION

(These also form a part of the Booking Conditions)

#### 7.1 LUGGAGE

We ask you to keep your luggage down to one medium sized suitcase per person but, a small holdall can also be taken on board the coach. Please advise us on the booking form if you wish to take a wheelchair with you (see 7.7). On your return we reserve the right to stipulate the volume of excess luggage and goods in order that the vehicle will comply with safety regulations.

We will show due diligence in respect to ensuring that luggage is transferred to and from relevant vehicles and hotels but we require passengers to have sight of their luggage when it is being loaded on to the coach or transfer vehicle. We will assist clients who lose luggage and possessions but will have to charge for any costs we incur should the loss not be due to this company or our servants' negligence.

#### 7.2 SEAT ALLOCATION & SPECIFICATION

Requests for particular seats can be made on most holidays when booking, but since allocations are made on a first come first served basis, early booking is advisable. When bookings are made with us you will be offered the best seats that are available on the coach at that time. On occasions, it is possible, for operational reasons that a different coach 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.

We shall have no liability in relation to any such change of specification. Specific seats will not be allocated on coaches which operate on feeder services between joining points and main holiday departure points, on coaches which carry out transfers to and from sea ports, or on connecting services.

#### 7.3 SEAT BELTS

Where seat belts are provided passengers should wear at all times.

#### 7.4 SINGLE SEATS

Passengers occupying single seats may be liable to have their allocated seat number changed to maximise utilisation of seating availability, should the need arise. We shall have no liability in relation to any such change of specification.

#### 7.5 NO SMOKING ON ALL COACHES

#### 7.6 TRAVEL DOCUMENTS

When you have paid the deposit we will either send to you or the Travel Office through which the booking was made, all the necessary documentation, so that you receive them in good time before the holiday departure date.

Certain documents, for example theatre tickets, may have to be retained and your driver or courier will then issue them to you.

#### 7.7 DISABLED PEOPLE

We can only advise clients on the suitability of holidays based on information received and because we cannot judge the extent of a clients special needs we cannot guarantee that any of our holidays will be ideal for disabled people. Therefore, we cannot be held responsible if a holiday should prove to be unsuitable. Inevitably some of the holidays include lengthy periods of travel and some walking or sightseeing excursions.

Should you judge a holiday to be suitable it is important that you make us aware of your special needs by entering the word DISABLED in block capitals in the special requirements section of the booking form together with a brief description of your disability. We will try our best to look after disabled passengers. We must have separate notification if you require us to carry your wheelchair. For practical reasons it is not possible to take electrically powered wheelchairs. We will make every endeavour to minimise any discomfort and inconvenience, but for obvious reasons are unable to guarantee requests. Such disabled persons must be accompanied by a person able to give full assistance. Our drivers are not insured, nor trained to lift and they cannot be expected to push wheelchairs. They will give steadying assistance at the coach steps.

#### 7.8 SPECIAL DIETS

If you require a special diet you must inform us at the time of booking with a copy of the diet. If your diet is complex it will be necessary for you to provide us with a typed sheet translated into any relevant languages. Please check that this request appears on your booking confirmation. This will be notified to the hotel or hotels on your holiday but on certain holidays the hotels used are tourist class and whilst offering value for money within the price range, they may not have the full facilities to cope with special diets. Any extra costs incurred must be paid to the hotel by yourself before departure from the hotel. We cannot guarantee hoteliers' compliance with dietary requests.

#### 7.9 GROUND FLOOR ACCOMMODATION

There is usually a limited number of ground or low floor rooms available and requests for this accommodation must be made in the 'Special Requirements' section of the booking form, but this type of accommodation cannot be guaranteed. As this type of accommodation is limited please only request it if it is essential. If lifts are available at a hotel the facility will be shown on the holiday page.

#### 7.10 BEDROOMS, CABINS & Single Accommodation

Please note on occasion we may have to offer a twin room instead of a double room without prior notice (particularly on overnight stops).

Our holidays now include, within the price, accommodation with private facilities. Bookings for rooms with private facilities will be deemed to be affected by the provision of either bath and wc or shower and wc.

Accommodation on overnight ferries will be as specified and booked.

#### Single Accommodation

On any holiday there are only a limited number of single rooms. Single rooms or cabins are by definition any size of accommodation occupied by one person. When a single room is available it may be subject to a supplementary charge and this will be shown on the brochure page.

#### 7.11 ENTERTAINMENT

Some of our hotels arrange additional entertainment which could include music, dancing, films, shows, bingo, etc. Entertainment offered by hotels is indicated in the hotel description on the holiday page. We reserve the right to transfer clients to another hotel for any specified entertainment.