



## **FAIR TRADING AGREEMENT**

Our Fair Trading Agreement and Holiday Information sets out clearly and simply the responsibilities which we at Burns Coach Tours 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. 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 this Fair Trading Agreement and the Holiday Information provided 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. Our specification of that holiday and our terms are clearly stated in this brochure. Your contract is entered into with Burns Coach Tours. This Fair Trading Agreement applies to all holidays sold from this brochure.

## **YOUR CONTRACT WITH BURNS COACH TOURS**

### **1. YOU PAY A DEPOSIT**

When you make your booking you must complete a booking form accepting on behalf of all your party the terms of this Fair Trading Agreement and pay a deposit of

- (a) £35 per person on all United Kingdom coach holidays inc. insurance.
- (b) £50 per person on all holidays outside the United Kingdom inc. insurance.

All monies paid to your Travel Agent are held by him/her on your behalf until you receive our confirmation. Thereafter the travel agent holds the monies on our behalf.

### **2. YOU PAY THE BALANCE**

The balance of the fare must be paid via the office at which you made your booking at least 6 weeks before the holiday departure date. If the balance is not paid in time we reserve the right to cancel your holiday, retain your deposit, and apply cancellation charges set out in Paragraph 4 "If You Cancel Your Holiday". If you book within 6 weeks of the departure date you must pay the full amount at the time of booking.

### **3. IF YOU CHANGE YOUR BOOKING**

If, after our confirmation has been issued, you wish to change to another of our holidays or change departure date we will do our utmost to make the changes, provided that notification is received at our offices from the person who signed the Booking Form or their Travel Agent at least 6 weeks before departure date. This must be accompanied by a payment of £5 to cover administration costs. Any alteration by you within 6 weeks of departure will be subject to the cancellation charges set out below. Other alterations such as the addition of requests or change of pick-up point that require a reconfirmation to be issued must be notified and accompanied by a payment of £5 to cover administrative costs.

### **4. 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 amount of cancellation charge written cancellation is received	Amount of cancellation charge shown as % of holiday price
Prior to 42 days	Deposit
28 - 42 days	30%
14 - 27 days	45%
7 - 13 days	60%
0 - 6 days	100%

NOTE: If the reason for cancellation is covered under the terms of an insurance policy, you may be able to reclaim these charges.

## **5. IF YOU HAVE A COMPLAINT**

If you have a complaint during your holiday, please inform our driver/courier immediately, who will do his/her best to help you there and then. If the matter cannot be put right on the spot, you must notify us in writing within 28 days of the completion of your holiday and this must be sent to BURNS COACH TOURS, DINNESWOOD, TARVES, ELLON AB41 7LR, and must quote your booking reference number and holiday invoice number and departure date.

## **6. STATUTORY AUTHORITIES**

This brochure is issued subject to the approval of the Traffic Commissioners 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.

## **7. CONDITIONS OF CARRIAGE**

When you travel on a 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 this Fair Trading Agreement is subject to Scottish law and jurisdiction. Some coach journeys may be operated by vehicles other than those owned by the company and the specification may be different to the details 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.

## **8. OTHER TERMS - On a holiday you may not:**

(a) Bring a pet or any other animal (other than Guide Dogs by arrangement). (b) Play a radio or a cassette player on a coach.

You are responsible for ensuring 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 most holidays and refunds cannot be made for passengers not wishing to go on these excursions. Admission fees to buildings, grounds, etc., are not included in the price of the holiday unless otherwise stated in the brochure. We must point out that we reserve the unconditional rights to refuse a booking or terminate a passenger's holiday in the event of unreasonable conduct.

## **9. BOOKING WITH CONFIDENCE for your security and peace of mind**

In accordance with "The Package Travel, Package Tours Regulations 1992" all passengers booking with J & M Burns are fully insured for the initial deposit and subsequently the balance of all monies paid to us, including repatriation if required, arising from the cancellation or curtailment of your travel arrangements due to insolvency of J & M Burns. A certificate detailing this cover will be given to each and every passenger as evidence of cover. Please ensure that you have been given the appropriate certificate(s) at the time of booking. This insurance has been arranged by Towergate Chapman Stevens through IGI Insurance Company Limited.

## **OUR PROMISE TO YOU**

### **1. WE RESERVE YOUR HOLIDAY**

When you or your travel agent has provisionally confirmed that we have available space on the holiday of your choice a confirmation/invoice will be forwarded to you normally within 3 weeks of receipt of your signed booking form and the contract is made between us when you receive this confirmation. In the event that a holiday was sold through a travel agent who defaulted, we guarantee your holiday on production of adequate documentation to establish the sale.

### **2. YOUR HOLIDAY PRICE**

Holiday prices include all coach travel, hotel accommodation and meals as specified in the holiday description and VAT where applicable. Gratuities to the hotel staff and driver/couriers are discretionary. We guarantee that the price of your holiday will not be subject to any surcharge except for those resulting from government action, fuel, additional Bonding or licensing requirements. 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 from the issue date printed on the invoice.

### 3. IF WE CHANGE YOUR HOLIDAY

The arrangements for holidays in this brochure are made many months in advance and changes are sometimes unavoidable. Most of these changes may be very minor but where they are significant we will notify you as soon as is reasonably possible before your departure date. A significant change would be regarded as changes in the departure date, departure point, or resort area, reducing the quality of your main hotel (not single overnight hotels on touring holidays) or a change of tour itinerary which involves a destination being completely eliminated from the revised itinerary. In the event of a significant change you may decide to:

- (a) continue with the holiday as amended, or
- (b) accept an alternative holiday which we may offer to you, or (c) cancel your booking.

If you choose (a) or (b) we will pay you compensation on the scale below. If you choose (c) we will refund all monies paid by you, plus compensation on the scale below.

Period before departure within which a 'significant change' is notified to you or your travel agent	Compensation Per Person
More than 42 days	Nil
28-42 days	£10
14-27 days	£15
7-13 days	£20
0- 6 days	£25

### 4. IF WE CANCEL YOUR HOLIDAY

In certain circumstances we may have to cancel your holiday, and if this should occur we will return to you all the money you have paid to us, or offer you a suitable alternative.

(a) 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.

(b) 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 or materially alter a tour, holiday or other travel arrangements after the date when payment of the balance of the price becomes due but not more than 14 days before your intended departure date, we shall ensure that you receive reasonable compensation. If we cancel or materially alter a tour or other travel arrangements within 14 days of your departure date, we shall ensure that you receive a higher level of compensation to that which would have been granted if the cancellation or material alteration occurred in excess of 14 days before your intended departure date.

### 5A. OUR RESPONSIBILITY TO YOU (Continental Tours including Republic of Ireland)

(a) We accept responsibility for the acts and/or omissions of our employees, agents, sub-contractors and suppliers and for ensuring that we provide the services as described in this brochure and to a reasonable standard. We shall not accept responsibility or liability for death, bodily injury or illness caused to the signatory to the contract and/or any other named person on the booking form, except for negligent acts or omissions of our employees, agents, sub-contractors or suppliers. Any claims arising therefrom shall be subject to Scottish law in respect of any question of liability or quantum, and all proceedings shall be within the exclusive domain of the Scottish courts.

(b) The following circumstances fall outside our direct control and accordingly we are not prepared to accept responsibility or liability.

(i) Please remember that some hotel amenities (e.g. hotel 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 provider of the service. Entertainment (particularly live entertainment) provided by hotels is frequently subject to demand and its nature and/or frequency may be varied if there is lack of demand or insufficient numbers staying in the hotel.

(ii) Some excursion itineraries include the use of ferries and other forms of transport which can be affected by inclement weather, and may have to be cancelled or arrangements changed. Whenever possible a suitable alternative excursion will be offered.

(iii) 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) Where appropriate and subject to our reasonable discretion, we will afford general assistance to clients who through misadventure, suffer illness, personal injury or death while travelling overseas on a Burns Coach Tours international holiday arising out of an activity which does not form part of the advertised itinerary nor part of an excursion offered through the company, and which is the responsibility of a third party. Where legal action is undertaken by the client against such a third party, with the prior agreement of Burns Coach Tours, initial legal costs associated therewith shall be met by us, always provided clients request such assistance within 90 days from date of misadventure. The aggregate cost of such general assistance and initial legal costs shall not exceed £5000 per booking form. Furthermore, in the event of there being a successful claim for cost against a third party or there being suitable insurance policy/ies in force, such costs actually incurred by us shall be recoverable from the client.

## **5B. OUR RESPONSIBILITY TO YOU (England, Scotland, Wales)**

Burns Coach Tours accept responsibility for those arrangements for your holiday which are wholly within our control and, therefore, accept liability to clients for the negligence of our servants or agents, which includes our employees. 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) We make every effort to ensure that proper arrangements have been made for all holidays advertised in this brochure, and that the suppliers of the services which you will enjoy during your holiday are efficient and reputable. However, we do not have direct control over the provision of such services to you by those suppliers, and do not accept any liability for any loss (howsoever caused) arising from the actions or omissions of such suppliers of services or of their employees who are not our servants or agents.

(b) Please remember that some hotel amenities (e.g. lifts, swimming pools) require servicing or cleaning and we cannot, therefore, guarantee that they are always available. Other factors, such as the weather or lack of demand can affect the provision of entertainment or outdoor amenities described in this brochure.

(c) Some excursion itineraries include the use of ferries and other forms of transport which can be affected by inclement weather and may have to be cancelled or arrangements changed. Whenever possible a suitable alternative excursion will be offered.

## **HOLIDAY INFORMATION**

### **1. CHILDREN'S REDUCTION**

On all holidays reductions are available for children aged under 12 providing the child shares a room with two full fare paying passengers. Please enquire at the time of booking.

### **2. BAGGAGE AND PERSONAL LUGGAGE**

Owing to restricted storage we ask that luggage should be restricted to one suitcase per person.

### **3. SEAT ALLOCATION AND SPECIFICATION (See smoking)**

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. There is a seating plan of the coach for each holiday, but it is possible that, on occasions, 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. We shall have no liability in relation to any such change in specification. Specific seats will not be allocated on coaches which operate on feeder services between joining points and main holiday departure points.

### **4. SMOKING**

Burns Coach Tours operate a policy of no smoking on all tours.

### **5. TRAVEL DOCUMENTS**

When you have paid the balance you will receive from the Travel Office through which the booking was made all necessary labels, so that you can receive them in good time before the holiday departure date. Certain documents for example air or boat tickets, may have to be retained and you driver or courier will issue them to you at the relevant port.

### **6. GROUND FLOOR INFORMATION**

There is usually a limited number of ground or low floor rooms available and requests for this accommodation must be made in the 'Type of Room required' section of the booking form, but this type of accommodation cannot be guaranteed.

## **7. SPECIAL DIETS**

You may have special needs as regards to diet. If so please make sure that you include them in the panel provided on the Booking Form and that they appear on the confirmation of booking. This will be notified to the hotel or hotels on your holiday and 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.

## **8. ENTERTAINMENT**

Some of the hotels arrange additional entertainment which could include music, dancing, film shows, bingo, etc. Entertainment offered by hotels is indicated in the hotel description of the holiday page. The nature and frequency of the entertainment presented is at the discretion of the hotel and therefore not guaranteed and could be withdrawn if there is a lack of demand or insufficient numbers in the hotel.

## **9. PASSPORT**

For all continental holidays you will be required a full 10-year British Passport. We cannot accept responsibility if passengers are not in possession of the correct travel documents.

## **10. LUNCHES AND EXCURSIONS**

As lunches are not provided on day excursions from a resort (unless specifically stated) any client(s) deciding not to travel on the advertised excursions will not be eligible for any refund and furthermore any meal requested at the resort hotel must be arranged with the management of the hotel at their own expense. Further, if a client having paid extra for extra board, decided not to return to the hotel for lunch, no refund can be made for meals not taken.

## **11. HOLIDAY INSURANCE**

Holiday Travel Insurance cover is arranged through Towergate Chapman Stevens Limited. Your policy will be issued at the time of booking confirmation. The premiums are inclusive of Insurance Premium Tax.

## **12. DEMANDS AND NEEDS STATEMENT**

This travel insurance policy will suit the Demands and needs of an individual, or group (where applicable) who have no excluded pre-existing medical conditions, are travelling to countries included within the policy terms and who wish to insure themselves against the financial impact of unforeseen circumstances/events relating to or occurring during the trip. Full details of these circumstances/events, levels of cover and terms and conditions can be found in the policy booklet.

**IMPORTANT** – You may already possess alternative insurance(s) for some or all of the features and benefits provided by this product; it is your responsibility to investigate this. We will not provide you with advice about the suitability of this product for your individual needs; we will however be happy to provide you with factual information to aid you in making your own informed buying decision. Burns Coach Tours are an Appointed Representative of ITC Compliance Limited who are authorised and Regulated by the Financial Services Authority.