

TERMS & CONDITIONS with R&J Associate

1. Your holiday Contract

When you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these booking conditions. A contract will exist as soon as we issue our confirmation invoice. This contract is made on the terms of these booking conditions which are governed by English law and we both agree to submit to the jurisdiction of the English courts at all times. If you had not seen these terms and conditions when you made your booking and you are not happy to proceed with the booking now that you have seen them, please return all documentation to us or to your travel agent within 7 days of receiving your confirmation of booking. Your booking will be cancelled and your monies will be returned in full, provided you have not commenced with your travel.

2. Your Financial Protection

R&J Associate have opened a HSBC customer account in order to comply with the Package Travel, Package Holiday and Package Tours Regulations. Further information regarding this can be obtained from R&J Associate 5 Robinson Road Bedworth CV12 0EL.

3. Your Holiday price

When you make your booking you must pay a deposit of £30 (thirty pounds) per person. The balance of the price of your travel arrangements must be paid at least 6 weeks before your departure date. If the deposit and/or balance are not paid in time, we shall cancel your travel arrangements. If the balance is not paid in time we shall retain your deposit. (All monies you pay to the travel agent are held by them on your behalf until we issue our confirmation invoice. After this the we hold the monies on our behalf). The price of your travel arrangements is subject to surcharges for increases in transportation costs such as fuel. Also government action such as increases in VAT or any other government imposed increases and currency exchange rate variation. Even in this case, we will absorb an amount equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. Only amounts in excess of this 2% will be surcharged, where you have to pay a surcharge there will be an administration charge of £1.00 per person together with an amount to cover agents commission. If this means that you have to pay more than 10% of the price of your travel arrangements you may cancel your travel arrangements and receive full refund of all monies paid, except for any premium paid to us for holiday insurance and any amended charges. 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.

4. If You Change Your Booking

If after our confirmation invoice has been issued you wish to change your travel arrangements in any way, for example your chosen departure date or accommodation, we will do our utmost to make these changes but it may not always be possible. Any request for changes to be made must be in writing from the person who made the booking or your travel agent. You will be asked to pay an administration charge of £5 (five pounds), and any further costs we incur in making this alteration. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible. Note: Certain travel arrangements cannot be changed after a reservation has been made and any alteration request will incur a 100% cancellation charge.

5. If You Cancel Your Holiday

You, or any member of your party, may cancel your travel arrangements at any time. Written notification from the person who made the booking or your travel agent on your behalf must be received at our offices. Since we incur costs in cancelling your travel arrangements you will have to pay the applicable cancellation charges up to the maximum shown in clause 6. Note: If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

6. If We Change or Cancel Your Holiday

It is unlikely that we will have to make any changes to your travel arrangements or tour itinerary. However, we do plan the arrangements many months in advance and occasionally it becomes necessary to make changes due to events and occurrences beyond our control, that come to our notice after the printing of this brochure, we therefore reserve the right to make such changes as necessary. Most of these changes will be minor and we will advise you or your travel agent of them at the earliest possible time. We also reserve the right in any circumstances to cancel your travel arrangements. For example, if the number of clients required for a particular travel arrangement is not reached, we may have to cancel it. However, we will not cancel your travel arrangements less than six weeks before your departure date, except for the reasons of Force Majeure or failure by you to pay the full balance. If we are unable to provide the booked travel arrangements, you can either have a refund of all monies paid or accept an offer of alternative travel arrangements, of comparable standard from us, if available. If it is necessary to cancel your travel arrangements, we will pay you compensation as set out in this clause. Also changes in a tour itinerary either before departure or during travel, that become necessary due to the unexpected closure of a visitor center, other location or road, would be deemed minor, in such cases alternative travel arrangements will be made. Please note that carriers such as Airlines, Ferry or Coach Operators used in the brochure may be subject to change. Such a change is deemed to be a minor change. Other examples of minor changes include alteration of your outward/ return flights or sailings by less than 12 hours, changes to aircraft type, ferry type or coach type, change of accommodation to another of the same standard or changes to seating arrangements. If we make a major change to your holiday we will inform you or your travel agent as soon as reasonably possible if there is time before your departure. You will have the choice of either accepting the change of arrangements, accepting an offer of alternative travel arrangements from us if available or canceling your booked holiday and receiving a full refund of all monies paid. In all cases, except where the major change arises due to reasons of Force Majeure we will pay compensation as detailed below. Force Majeure: this means that we will not pay you compensation if we have to cancel or change your travel arrangements in any way because of war, riot, industrial dispute, terrorist activity, natural disaster, fire, adverse weather conditions or other unforeseen circumstances that may amount to Force Majeure.

7. If you have a complaint

If you have a problem during your holiday please inform the relevant supplier (e.g. your hotelier) and our resort representative or coach driver immediately who will endeavor to put things right. If your complaint is not resolved locally, please follow this up within 14 days of your return home by writing R&J Associate 5 Robinson Road Bedworth CV12 0EL giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. It is strongly suggested that you communicate any complaint to the supplier of the services in question as well as to our representative without delay and complete a report form whilst in the resort. If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in the resort and this may affect your rights under this contract.

8. Our Liability to You

8(i) We accept responsibility for ensuring that your travel arrangements, which you book with us, are supplied as described. If any part of your travel arrangements are not provided as promised, we will pay you appropriate compensation if this has affected the enjoyment of your travel arrangements. We accept responsibility for the acts and/or omissions of our employees, agents and suppliers except where they lead to death, injury or illness. Our liability in all cases shall be limited to a maximum of twice the costs of your travel arrangements. 8(ii) We accept responsibility for death, injury or illness caused by the negligent acts and for omissions of our employees or agents our suppliers and sub-contractors, whilst acting within the scope of, or in the course of their employment in the provision of your travel arrangements. We will accordingly pay to you such damages as might have been awarded in such circumstances under English Law.

9 Personal Injury Unconnected with Your Booked Travel Arrangements

If you or any other member of your party, suffer death, illness or injury whilst overseas arising out of an activity which does not form part of your package travel arrangements or an excursion arranged through us, we shall at our discretion, offer advice, guidance and assistance. Where legal action is contemplated and you want our assistance, you must obtain our written consent prior to commencement of proceedings. Our consent will be given subject to you undertaking to assign any costs, benefits received under any relevant insurance policy to ourselves. We limit the cost of our assistance to you or any member of your party to £3,000.

Data Protection Statement

In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements we R&J Associate 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 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 onto 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.)

10. Conditions of Carriage

(a) The contractual terms of the companies that provide the transportation for your travel arrangements will apply to this contract. These may contain terms which affect your rights to compensation. (a) R&J Associate reserve the unconditional rights to refuse a booking or terminate a passenger's holiday in the event of unreasonable conduct.

11. On a Holiday you may not:

(a) Bring a pet or any other animal (other than Guide Dogs by arrangement) (b) Play a record or cassette player on a coach © Smoke inside the coach.(d) Consume alcohol on the coach.

12. Baggage and Personal Luggage

All baggage and personal belongings are carried at owner's risk and the company will not accept any responsibility for loss or damage except where such loss or damage is caused by the proven negligence of the Company's employees. May we draw your attention to the fact that soft suitcases are more susceptible to damage without any negligence on the part of our staff. Each passenger shall be allowed one suitcase measuring 26 x 8 x 15 inches and weighing no more than 33lbs. On continental tours one small overnight bag per person is also recommended as hand luggage.

13. Seat allocation and 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 are advisable. When bookings are made with us you will be offered the best seats that are available on the coach at that time. Therefore, if you do have anyone who wishes to join at a later date do enquire at your Travel Agency who will check with our Reservations Department for any vacancies. The company reserves the right to change seat numbers if necessary for operational reasons, although this will be avoided as far as possible. We shall have no liability in relation to any such change.

14. Travel Documents

Your travel documents will be available for collection 7 days prior to the departure date of the tour from the office at which you originally booked, these will confirm coach seating, accommodation, pick up point and time. You may choose for documents to be posted to your home for which a charge of 50 pence is levied. 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.

15. Special Care for the Disabled

The holidays have been carefully planned to include as much of interest as possible. Inevitably some of the holidays include lengthy periods of travel and some walking in sightseeing excursions. Additionally many of the hotels will have steps to contend with and may not possess lifts. Although we will try our best to look after disabled passengers, it is important that you enter 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 make every endeavour to minimize the discomfort and inconvenience, but for obvious reasons are unable to make guarantees.

16. 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.

17. Rooms

Rooms are specified at the time of booking and a confirmation is issued showing the type of room, which has been reserved i.e. Double, Twin, Single or Room for 3. When a single room is available it may be subject to a supplementary charge and this will be shown. Single occupancy of a room designed for 2 or more guests will require a supplementary charge.

18. Special Requests

If you have any special requests, these should be notified on the Booking Form at the time of booking and we will endeavour to forward these but regret that such special requests cannot be guaranteed. Requests for specific rooms or positions of rooms or for particular private facilities remain requests and cannot under any circumstances be guaranteed nor shall we accept any liability for any failure to provide a special request. Requests must not be made direct to hotels as these will not be considered.

19. Special Diets

You may have special needs as regards to diet, if so make sure that you include them in the panel provided on the booking form and that they appear on the confirmation of bookings. 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 hotelier's compliance with dietary requests.

20. 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 on the holiday page. The nature and frequency of the entertainment presented is at the discretion of the hotel and therefore not guaranteed.

21. Lunches and Excursions

(a) Excursions are included in the price of our holidays. Refunds are not made for passengers not travelling on excursions. (b) Lunches are not provided on day excursions from a resort (unless specially stated) any client(s) deciding not to travel on excursions will not be eligible for any refund and furthermore any meal requested at the hotel must be arranged with the hotel at their own expense.

| Period before departure within which notice of cancellation or major change is received by us or notified by you | If we make a major change to your holiday Amount you will receive from us | If we cancel your holiday You will receive a full refund of monies paid plus | If you cancel your holiday Amount of cancellation charge |
|--|---|--|--|
| Prior to 42 | Nil | deposit only refunded | deposit only |
| 28 - 41 | £10 | →£10 | 30% of holiday cost |
| 14 - 27 | £15 | →£15 | 45% of holiday cost |
| 11 - 13 | £20 | →£20 | 60% of holiday cost |
| Up to 10 days | £25 | →£25 | 100% of holiday cost |