

Terms and Conditions – Bonded Coach Holidays

Durham City Coaches Ltd

Why should I read this page?

Because it is very important.

Our Trading Charter forms a key part of our agreement with you and forms the basis of a legally binding contract between you, as the lead name making the booking, anyone else in your party and us.

When you make this booking, as the lead name you undertake that you have the authority to accept, and do accept, on behalf of your party the terms of these booking conditions.

This contract is made subject to the terms of these booking conditions, which are governed by English Law, and the non-exclusive jurisdiction of the English Courts.

These contract terms and financial guarantees will not apply to any holiday involving any type of flight.

Instead, you will be supplied with the full booking conditions of the ATOL holder arranging your holiday.

Your booking agent will have a copy or alternatively you can request one prior to booking your holiday from Durham City Coaches Ltd, Brandon Lane, Brandon, Co Durham, DH7 8PG.

How and when do I make this contract with you?

We welcome you making contact with us in a number of ways. You can write to us or phone us, use one of our many travel agents, email or use the website.

Whichever way you contact us, the contract is made when your booking is entered on to our reservation system and we issue a confirmation of booking.

We will send you, the confirmation of your booking within seven working days. Please check this confirmation very carefully to ensure all the information is correct and tell us immediately of any errors.

How is my holiday money protected?

We subscribe to the Code of Conduct of the Bonded Coach Holidays Group (“BCHG”) of the Confederation of Passenger Transport UK.

BCHG requires a bond to be taken out to provide protection for your holiday money in the unlikely event that a Member cannot, for financial reasons, carry out their obligations to their passengers.

BCHG Consumer Guarantee

The Bonded Coach Holiday Group guarantees to bona fide customers that, in the event of failure of a bona fide Member, it will:-

- (1) wherever possible, arrange for a holiday or tour to be completed;
- (2) where failure occurs after a holiday has begun, arrange for customers to be returned by an appropriate means of transport to their UK area of departure;
- (3) if the holiday or tour cannot be completed as planned, the reimbursement of payments made by the customer to the BCHG Member.

When do I need to pay for my holiday and how much?

At the time of booking you will need to pay a deposit of £40 for each person named on the booking.

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Bookings are not accepted and no contract exists until Durham City Coaches Ltd have received a completed booking form, accompanied by the £40 deposit per person (or has accepted a booking by telephone with payment by credit/debit card) and has returned confirmation of booking to the person signing the booking form (or making the telephone booking). There will be a £2 charge levied for payments made by credit/debit card.

This charge applies only once on deposit / balance payments. Nothing in these conditions affects your statutory rights and these conditions are effective to the extent that the law permits.

The balance must be paid before the date listed below.

If you book within our “balance due” period, you will need to pay the total holiday cost at the time of your booking. If you do not pay the outstanding balance for your holiday on, or before, the date when it is due, (no reminder will be sent) we may cancel your booking and you will be required to pay the cancellation charges detailed below. The date of cancellation will normally be the date you confirm in writing that you intend to cancel. Deposit £40 per person on holidays of two to five days.

Your balance is due 42 days prior to departure.

Can you change the price of my holiday after you have issued the booking confirmation?

Yes we can, but only in very limited circumstances. The price of your holiday can be varied due to changes in: * Transportation costs such as fuel and/or fuel tax, ferry operator fares and tolls, embarkation or disembarkation fees at terminals:

* Exchange rates applied to the particular holiday booked; or * Dues and taxes including changes in VAT or any other Government imposed changes.

In the case of any small variation, an amount equivalent to 2% of the price of your holiday, 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. If this means that you have to pay an increase of more than 10% of the price of your holiday, you may cancel it and receive a full refund of all monies paid, except for any amendment 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. Alternatively, you can accept an offer of an alternative comparable holiday of equivalent or superior quality, if available, or an alternative holiday of lower quality, if available. You may then transfer payment in respect of the original holiday to the alternative holiday. If the cost of the alternative holiday is less than the original holiday, the difference in price will be refunded. Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your holiday due to contractual and other protection in place.

Can I change my holiday arrangements?

After we have issued our booking confirmation we will do our best to accommodate any changes you may want to make, but we cannot guarantee to do so.

Any changes must be notified to us in writing and signed by the person who signed the booking form, (or the confirmed name when booked by telephone).

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If we are able to make the changes, an amendment fee of £10.00 will be payable plus any additional charge for the facilities requested. Any significant alteration after the “balance due” date will be treated as a cancellation of the original booking and will be subject to the cancellation charges detailed below.

A significant alteration would include a change of departure date, holiday or hotel, or number of people travelling.

Can I transfer my booking to someone else?

You can transfer your booking to someone else provided you give us reasonable notice.

This person must be able to satisfy all the conditions for the holiday and a change cannot normally be made later than fourteen days prior to departure.

We will make an administration charge of £10.00 per person for every transfer we make, plus any reasonable additional costs caused by the transfer.

You will remain responsible for ensuring that the holiday is paid for by the “balance due” date.

How can I cancel my holiday?

You, or any member of your party, may cancel at any time provided that the cancellation is made by the person who signed the booking form [or the confirmed name when booked by telephone] and is communicated to us in writing via the office at which you made your original booking.

You will have to pay cancellation charges set out in the scale below to cover our estimated loss resulting from the cancellation.

If you are insured against cancellation you may be able to recover the charges from your insurers.

Your cancellation will take effect from the date when we receive your written confirmation of your cancellation. You must also return any tickets or vouchers that you have received.

A reduction in room occupancy may increase the charges for the remaining passengers by the application of supplements for low occupancy of rooms.

Scale of Cancellation Charges

Period before departure within which written cancellation of holiday price is received	Amount of cancellation charges as a percentage
More than 42 days	Deposit
28 to 42 days	30%
14-27 days	45%
7-13 days	60%
6 - 1 days	100%

In the case of day excursions all cancellations must be notified to Durham City Coaches Ltd at least 48 hours before departure, all such cancellations will be subject to 30% cancellation fee. Any pre-paid entrance tickets that may be included in your excursion cannot be refunded. No refund will be made with any notification after this time.

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What happens if you change my holiday?

The arrangements for your holiday will usually have been made many months in advance.

Sometimes changes are unavoidable and we reserve the right to make them.

Most of these changes are likely to be minor and we will do our best to keep you informed.

If, after booking and before departure, we make a significant change to your holiday you will have the option of withdrawing from the holiday without penalty or alternatively you may transfer to another holiday without paying an administration fee.

In either case we will pay you compensation according to the scale set out below.

A significant change includes a change in departure time or return time of more than 12 hours, a change of departure point, location of resort or quality of hotel, (excluding single overnight hotels on touring holidays where the quality of the hotel is comparable), a change of mode when crossing the Channel, or the specification of the coach. Hotels featured in this brochure will use their best endeavours to hold rooms but reserve the right to use another hotel of the same category if necessary.

If you withdraw from the holiday because we have made a significant change or if we have to cancel your holiday for any reason other than non-payment by you we will offer you the choice of:-

- A comparable replacement holiday if available or
- a replacement holiday of lower quality together with a refund of the price difference or
- a full refund of the money you have paid.

When we have notified you of the changes and options available, you must tell us your decision as soon as possible and within any timescale we may need to set, bearing in mind the need to safeguard the holiday arrangements of other customers.

Scale of Compensation

We will pay you compensation for significant changes on the following scale:-

Period before departure in which significant change is notified to you.	Amount per person
More than 21 days	Nil
14 to 21 days	£10
13 to 7 days	£15
1 to 6 days	£20

Compensation for short breaks below 4 days will be reduced to 50% of the above rates.

Payment of compensation according to the scale set out above will not affect your statutory right to claim further compensation if, in all the circumstances, you remain dissatisfied.

If, prior to departure, we make a significant change to your holiday arrangements or cancel your holiday we will pay you compensation on the following scale unless:

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- the holiday is cancelled because of the number of persons who agreed to take it is less than the minimum number required, and you were informed of the cancellation in writing within the period indicated in the description of the holiday; or
- the holiday is changed or cancelled by reason of unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised. These circumstances include war or threat of war, riot, civil strife, terrorist activity, industrial disputes, fire, quarantine, epidemic or health risks, natural or nuclear disasters, port and terminal closures and adverse weather conditions.

If, after departure, we need to make a change to a significant proportion of your holiday, we will do our best to make suitable alternative arrangements at no extra cost to you.

If it proves impossible to make suitable alternative arrangements, or if you have reasonable grounds for refusing the alternative offered, we will arrange transport back to your point of departure or to an alternative location that we agree to. Unless the change is as a result of unusual and unforeseeable circumstances beyond our control (as described above), you will also be entitled to compensation.

What is the extent of your liability?

We accept responsibility if you or any member of your party is killed or injured as a result of an activity forming part of your holiday arrangements which you booked with us before your departure; or if any part of your holiday arrangements, booked with us in the UK, is not as described in the brochure or not of a reasonable standard; if the failure in your holiday arrangements or any death or personal injury is due to any fault on our part or that of our agents or suppliers whilst acting in the course of their employment.

We do not accept responsibility if the failure, death or personal injury is not caused by any fault of ours or of our agents or suppliers, or is caused by you or someone not connected with your holiday arrangements; or if the failure, death or personal injury is due to unusual or unforeseen circumstances which, even with all due care, we, or our agents or suppliers, could not have anticipated or avoided. For claims which do not involve personal injury, illness or death, the most we will have to pay if we are liable to you is [twice] the price the person affected paid for their holiday (not including insurance premiums and amendment charges)

We will only have to pay this maximum amount if everything has gone wrong and you have received no benefit from your holiday. If you or any member of your party is killed, injured or becomes ill as a result of transport by ship, train or coach, any liability which we may have to pay compensation is limited in line with the Athens Convention (applies to transport by ship), the Berne Convention (applies to transport by rail) and the Geneva Convention (applies to transport by road).

You can get copies of the relevant conventions from us if you ask.

You should also note that these conventions may limit or remove the carrier's liability to you and the amount which the carrier has to pay you.

If we make any payment to you or any member of your party for death, personal injury or illness, you will be asked to assign to us or our insurers the rights you may have to take action against the person or organisation responsible for causing the death, personal injury or illness.

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Our suppliers (for such things as accommodation, or transport providers) have their own booking conditions or conditions of carriage, and these conditions are binding between you and the supplier.

Some of these conditions may limit or remove the relevant transport provider's or other supplier's liability to you.

You can get copies of such conditions from our offices, or the offices of the relevant supplier.

Durham City Coaches Ltd accept no responsibility for and shall not be liable in respect of loss, damage, or any other expenses or changes caused by "Force Majeure" events such as strikes, political unrest, war, terrorist activity, industrial disputes, government action, natural disasters, fire, flood, snow, closure of rail stations or roads, or events beyond its control, including the cancellation of a show, concert or event, or adverse road conditions and change of Artist(e)s appearing in any show or concert.

What do I need to do if I have to complain?

If you have a complaint during your holiday, you should tell the driver/representative or supplier at the earliest opportunity so that they can do their utmost to resolve the problem immediately.

If they are unable to resolve the problem to your satisfaction, you should complete a Questionnaire Report, which is available from the driver/ representative.

If, on your return from holiday, you remain dissatisfied, you should write within 28 days to the Customer Relations, Durham City Coaches Ltd, Brandon Lane, Brandon, Durham, DH7 8PG. We do not accept liability for any claim or complaint received after this period.

In your letter you will need to quote your booking reference number, departure date and the date that you completed the Questionnaire.

If you do not tell us at the earliest opportunity about a problem giving rise to your complaint, we cannot take steps to investigate and rectify it.

In deciding how to respond to your complaint, we will take into account the date you first drew the problem to the attention of our driver/representative or supplier. Any complaint concerned with the arrangement of your holiday will be dealt fairly by our staff.

If I do not agree with your decision can I request arbitration?

Yes you can.

If we cannot resolve your complaint amicably, you may request that the dispute is referred to an independent arbitration scheme established by the Confederation of Passenger Transport UK (CPT).

Full details of this scheme will be provided on request or you can obtain a copy from CPT.

This arbitration scheme provides a simple and inexpensive method of arbitration on documents alone, with restricted liability on the customer in respect of costs.

This scheme does not apply to claims for an amount greater than £1500 per person.

There is also a limit of £7500 per booking.

Normally there is a time limit of 9 months from the date of return from your holiday within which to request arbitration, but in exceptional circumstances the scheme can be used beyond this date.

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This scheme does not apply to claims that arise mainly in respect of physical injury or illness or the consequences of any illness or injury.

Coach seating

There is a seating plan of the coach for each holiday, but it is possible that on occasions operational reasons will require a coach with a different configuration to be used.

We therefore reserve the right to alter a coach-seating plan and allocate seats other than those you have booked, and no compensation will be payable for any changes.

Requests for particular seats can be made on most holidays when booking but because allocations are made on a “first come, first served” basis you are recommended to book early. When your booking is confirmed you will be offered the best seats that are available at that time.

If you know someone who may want to book later but wishes to sit near you, please discuss this with the booking clerk at the time you make your booking. Specific seats will not be allocated on coaches which operate on feeder services between joining points and main holiday departure points or on the extra coaches where more than one coach is required for a holiday. We reserve the right to use feeder services (taxi or mini coach) from some pick-ups to the main coach or to the hotel.

Health & Safety on holiday

In some foreign countries, standards of infrastructure, safety and hygiene may be lower than those to which we are accustomed in the UK.

You should therefore exercise greater care for your own protection. Further information can be obtained from your GP or from your travel agent who can provide you with the leaflet “Health Advice for Travellers” published by the Department of Health.

Some people may be at risk from discomfort or deep vein thrombosis (DVT) if they remain immobile on a journey for a long period of time.

If you are planning to undertake a bus or coach journey of more than 3 hours you should consult your doctor if you have ever had DVT or pulmonary embolism, a family history of clotting conditions, cancer or treatment for cancer, a stroke, heart or lung disease or if you have had major surgery in the past 3 months.

We reserve the right to refuse any booking in the absence of a doctor’s certificate confirming that you are fit to travel.

During the journey we will provide comfort stops as frequently as possible.

During these stops you are encouraged to get off the coach and walk around.

Exercise reduces any discomfort which may be caused by periods of immobility.

During any journey you should drink alcohol only in moderation as it leads to dehydration.

Passenger behaviour

We want all our customers to have a happy and carefree holiday, but you must remember that you are responsible for your behaviour and the effect it may have on others.

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If you or any member of your party is abusive or disruptive or behaves in a way which, in our reasonable opinion, could cause damage or injury to others or affect their enjoyment of their holiday, or which could damage property, we have the right, after reasonable consideration, to terminate your contract with us.

If this happens we will have no further obligations or liability to you. The coach driver/representative, ship's captain, or authorised official of other means of transport is entitled to refuse you boarding if, in their reasonable opinion, you are unacceptably under the influence of drink or drugs or you are being violent or disruptive.

If you are refused boarding on the outward journey we will regard it as a cancellation by you and we will apply cancellation charges according to the scale.

If the refusal is on the return journey we have the right to terminate the contract and will have no further obligations or liability to you.

“No smoking” policy

We operate a strict “no smoking” policy on all our coaches. We make frequent comfort stops. The “no smoking” policy of other carriers and suppliers will vary and will be supplied on request if you contact us.

Pets

We do not allow pets to be taken on our holidays. Registered Assistance Dogs will normally be accommodated on UK holidays but not on overseas holidays.

Pick-up point, itineraries, travel documents and passport

You are responsible for ensuring that you are at the correct departure point, at the correct time, with the correct documents, and we cannot be held liable for any loss or expense suffered by you or your party because of an incorrect passport or late arrival at the departure point.

If you are a British citizen travelling outside the United Kingdom you must have a full UK passport valid for a minimum of three months after your scheduled date of return.

Non-UK citizens must seek passport and visa advice from the consulates of the countries you plan to visit prior to making a booking for one of our holidays

The name on the passport must match the name on the ticket. If someone in your party changes name after the booking is made you must tell us immediately so that we can issue the ticket in the new name.

After you have paid your final balance approximately 2 weeks prior to departure we will send you your travel ticket and itinerary so that you receive them in good time for your holiday.

Certain travel documents may have to be retained by us and your driver/courier will then issue them to you at the relevant time.

If you lose a travel document after it has been issued to you we will require you to meet the direct cost charged by the carrier/supplier for the issue of a duplicate or replacement.

Durham City Coaches Ltd reserve 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 tour will

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operate. Included excursions are detailed on the relevant brochure page and refunds will not be made for any excursion not taken.

Optional excursions may be booked and paid for in resort but these will not form part of the package booked with us. Admission fees to buildings, grounds etc. are not included in the price of the holiday unless otherwise stated on the relevant brochure page.

What happens if I am delayed?

Your travel insurance may cover you for some delays.

In addition, where you are delayed for more than six hours in any one day we will seek to minimise any discomfort and, where possible, arrange for refreshments and meals.

Do I need to take out travel insurance?

We strongly advise all our customers to take out travel insurance to cover medical and repatriation costs, personal injury, loss of baggage and cancellation charges. It is not compulsory in law to have travel insurance for our tours within the UK but it is compulsory for our tours outside the UK.

What assistance will you give me if things go wrong when it is not your fault?

If you, or any 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 in the UK, 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 and any member of your party to £5000 per party.

Special Needs

Unfortunately, many hotels overseas do not provide adequate facilities for guests with mobility problems or who suffer from other disabilities, but whether you are planning a holiday overseas or in the UK, please notify us before you book if you or any member of your party has special needs or suffers from any disability.

We are keen to plan arrangements for your holiday so that special needs and requests can be accommodated as far as possible.

If you will need assistance or special facilities in the hotel, or may have difficulties in taking part in excursions or boarding and travelling on the coach or other means of transport, you must let us know in advance.