# **Taurus Holidays** Trading Charter (& Booking Conditions)



# 1. Financial Protection

Your contract is with R B Coach Travel Ltd of Pytchley, Kettering, NN14 1FW

When you book a holiday with us, which does not include a flight, the money you pay us for booking will be protected by Bonded Coach Holidays (BCH) and the Association of Bonded Travel Organisers Trust Ltd (ABTOT); this is a government approved consumer protection scheme. The scheme will also ensure your repatriation in the event the company becomes insolvent. Our trading charter and booking conditions set out clearly and simply the responsibility we have to you and in turn, you have with us, when a contract is made. Please see the Consumer Guarantee at https://www.abtot.com/bch-abtot-members-directory/ There is no financial protection if you purchase just transport or accommodation – only from us. We fully comply with the Package Travel and Linked Travel Arrangements Regulations 2018. The combination of travel services offered to you is a package holiday within the meaning of the Regulations. Therefore, you will benefit from all rights applying to package holidays. R B Coach Travel Ltd will be fully responsible for the proper performance of the holiday and providing assistance if you are in difficulty. Your key rights will be in the details of the tour which will be provided prior to

## 2. Booking & Payment

When a booking is made, the 'lead name' on the booking guarantees that he or she is 18 or over and has the authority and accepts on behalf of the part the terms of these booking conditions and pays a deposit indicated in the brochure and as confirmed in the pre-contract information. After we receive your booking and all appropriate payments, if the arrangements you wish to book are available, we will send you a confirmation invoice within 14 days. This confirmation will include any special requests we have agreed. A binding agreement will come into existence between us when we dispatch this invoice to the 'lead name'. Please check the confirmation carefully to ensure all the information is correct. This contract is governed by English Law, and the jurisdiction of the English Courts.

Single occupancy of rooms, when available, may be subject to a supplementary charge and these will be shown in the brochure. You can book by paying a deposit for each person named on the booking, but our commitment is always conditional on the balance being paid as below.

Deposit: £40 up to 5 days, £50 over 5 days. Per person. The balance of the price of your holiday must be paid at least 8 weeks before your departure. If you book within our balance due period, you will need to pay the total holiday cost at the time of booking. If the balance is not paid in time, we reserve the right to cancel your holiday, retain your deposit, and apply the cancellation charges set out in the paragraph below. The date of cancellation will normally be the date we receive your written confirmation that you intend to cancel or 15 days after the balance due date, whichever comes first.

Where optional items are purchased as part of the holiday, these are payable on the balance due date except where items, such as theatre tickets, have been specifically purchased for you. In this case the cost will be payable at a separate date notified to you and will not normally be refunded unless we obtain a refund from the supplier we use.

#### 3. Brochure Accuracy

Although "R B Coach Travel Ltd" make every effort to ensure the accuracy of the brochure information and pricing, regrettably errors do sometimes occur. You must therefore ensure you check the price and all other details of your holiday with us at the time of booking and when you receive our confirmation invoice.



## 4. Our Pricing Policy

"R B Coach Travel Ltd" endeavour to ensure that the most up to date and correct prices are shown in our brochure. Occasionally, an incorrect price may be shown, due to an error. When we become aware of any such error, we will endeavour to notify you at the time of booking (if we are then aware of the mistake) or as soon as reasonably possible. We reserve the right to cancel the booking if you do not wish to accept the price which is applicable to the holiday. Local Authorities in many towns and cities throughout Europe have introduced new tourist taxes which must be paid directly to the hotel by all guests in person. These taxes are not included in our prices, but we will notify you when applicable. Holiday prices include all travel, hotel accommodation and meals as specified in the holiday description and VAT payable in the UK where applicable. The price of the holiday will not be subject to any surcharges accept those arising from exchange rate changes, transportation including the price of fuel, air and ferry operator fares and tolls, embarkation or disembarkation fees at terminals, duties and taxes (including the rate of VAT). Even in these cases we will absorb the cost equivalent or cost of the first 2% of the holiday price. Amounts more than this plus £1 administration fee will be surcharged to you. If this means the total cost of the holiday increases by more than 8% then you are entitled to cancel your holiday and receive a full refund of all monies paid. We will communicate the options with you either through email or letter, with a reminder if necessary. If you exercise the right to cancel, we must receive written notice within 20 days of the date of the surcharge invoice. The currency exchange rate used in the holiday costing are based on rates as at the time of printing of this charter.

#### 5. If You Change Your Booking

If after confirmation has been issued, you wish to change to another of our holidays, or change departure date, we will do our utmost to make changes, but we cannot guarantee to do so. Provided that written notification is received from the person who sighed the original Booking Form, no later than the date on which the balance of the original holiday cost was due for payment. Any alteration by you made later than the original balance date will be treated as a cancellation of the original booking and will be subject to the cancellation charges set out below. Other alterations such as the addition of requests or changes of pick up points that require a re-confirmation to be issued must be notified, at admin cost of £20.

## 6. Transferring Your Booking

You can transfer your booking to somebody else, but the person must satisfy all the conditions of the holiday and you must inform us either by letter or email no less than 7 days before departure. This transfer will cost (because of name change) £20 plus reasonable costs to make the transfer. You will remain responsible for ensuring payment before the balance due date. This is in addition to (and does not affect) the separate liability of the transferee to us.

#### 7. 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 admin costs, we will retain your deposit and, in addition, apply cancellation charges to cover our administration costs and to compensate for the risk of us not re-selling the holiday. If the holiday is re-sold a refund will be made. Your cancellation will take effect from the date on which we receive your written confirmation of your cancellation. You must also return any tickets or vouchers 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. Where bought in supplies such as ferries, hotel accommodation etc have been bought in on your behalf, and where the terms and conditions of the supplier are non refundable, these products will be charged to you at the full retail rate. If this applies, the non refundable items will be deducted from your holiday costs and the following scale of charges will be applied to the remainder.

Period before Amount of departure cancellation Within which written charge show as % Cancellation is required of holiday price

More than 64 days Deposit 64 days to Departure

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

#### 8. Alterations To Your Holiday By Us

The arrangements for holidays 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 recorded 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 or reducing the specification on the coach.

in the event of a significant change you may decide to: If We Change Your Holiday
a) Continue with the "holiday" as amended

- b) accept an alternative holiday which we may offer you
- Or c) cancel your booking

If you choose (a) or (b) we will transfer your holiday to another. If you choose (c) we will refund all monies paid by you.

## 9. Our Responsibilities to You

We accept responsibilities for ensuring the holiday which you book with us is supplied as described in our publicity material and the service offered reach a reasonable standard and if you are in difficulty, we will assist you. If any part of our holiday contract is not provided as promised, you may terminate the contract without paying a termination fee and we will pay you appropriate compensation if this has effected your enjoyment of your holiday. We will, however, not be liable if there are any unforeseeable or unavoidable actions of a third party not connected with our travel services, or there were unavoidable or extraordinary circumstances, or the lack of conformity is due to a traveller in the party. 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 value of the original holiday cost (not including insurance premiums and amendment charges). We accept responsibility for death, injury, or illness caused by the negligent acts and/or omissions of our employees or agents together with our suppliers and sub-contractors, servants and/or agents of the same whilst acting within the scope of, or during their employment in the provision of your holiday. We will accordingly pay to our clients such damages as might have been awarded in such circumstances under English Law. In respect of carriage by air, sea, tunnel and rail and the provision of accommodation our liability in all cases will be limited in the manner provided by the relevant international convention. If we make any payment to you or any member of your party for death or personal injury or illness, you will be asked to assign to us or our insurers the rights you may have to act against the person or organisation responsible for causing the death, personal injury or illness. This clause does not apply to any separate contracts that you may enter for excursions or activities during or outside of your holiday. 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 holiday, we may offer guidance and where legal action is contemplated and you want our assistance, you must obtain our written consent prior to any proceedings (We limit the cost of our assistance to you or your party to £5,000 per party)

# 10. If You Have A Complaint

If you have a problem during your holiday, please inform your Tour Manager, your driver or the relevant supplier/resort representative immediately who will endeavor to put things right. If your complaint cannot be completely resolved locally, you must complete a Holiday Report Form which can be obtained by your Tour Manager/Driver or local representative, which you should keep. Our contact number, for unresolved complaints will be our office number on +44 01536 791066 (open in office hours) if you remain dissatisfied please follow this up within 14 days of your return home by writing to RB Coach Travel Ltd giving your original booking reference number and all other relevant information, including the reference of the Holiday Report Form. It is therefore a condition of this contract that you communicate any problem to the supplier of the services in question AND to our representative whilst in resort and obtain a written report form. If you fail to follow this simple procedure, we cannot accept responsibility as we have been deprived of the opportunity to investigate and rectify the problem. Should you wish to pursue the complaint further, BCH ABTOT have an Alternative Dispute Resolution scheme and full details are available from them. Please contact them at ABTOT 7th Floor 69 Leadenhall Street London EC3A 2BG.

#### 11. Our Coaches

We will always use our reasonable endeavors to provide a coach to the specification in our brochure or advert but reserve the right to substitute an alternative vehicle should there be unforeseen circumstances. There is a seating plan, but in some cases,

For bookings call: 01536 791066

operational reasons may require a coach with different configuration. We reserve the right to alter a coach seating plan and allocate seats other than those booked. Single passengers may be required to share a double seat with other single passengers. When your booking is confirmed, you will be offered the best seats that are available at that time. If you feel you require two seats, then these must be booked and paid for in advance, at the time of booking. If you fail to do this and it transpires that the seat allocation to you is insufficient for your need and there is no alternative seating available, then you will be refused access to the coach and any payments made will be liable to forfeiture. Specific seats will not be allocated on coaches operating a feeder service between joining points and main holiday departure points or on coaches that carry out transfers between airports, seaports etc.

#### 12. Hotel Facilities

Some hotel facilities and entertainment may be withdrawn for routine maintenance or be subject to seasonal availability and provision of the facilities cannot be guaranteed. Single occupancy of rooms may be subject to a supplementary charge.

## 13. Health & Safety

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. There may be countries that we visit that have special medical requirements for tourists, these regulations are subject to change and our clients are responsible for complying with entry and current health requirements. If you are not sure of the health requirements for the country you are visiting, you are advised to check with your own GP before traveling. You are also advised to refer to the Department of Health leaflet "Health Advise for the Travelers".

Some people may be at risk from discomfort or deep vein thrombosis (DVT) if they remain immobile on a journey for a long period. If you are planning to undertake a journey of more than three hours, you should consult your doctor, if you have ever had DVT, pulmonary embolism, a family history of clotting conditions, cancer or treatment for cancer, stroke, and heart or lung disease or if you have had major surgery in the past three months. We reserve the right to refuse any booking in the absence of a doctor's certificate confirming that you are fit to travel. Where we provide comfort stops you are encouraged to walk around. Exercise reduces any discomfort, which may be caused by periods of immobility.

NO SMOKING is allowed on our coaches (including E-Cigarettes) and we do not allow pets or any other animals, although we accommodate registered assistance dogs, but not on overseas holidays.

#### 14. Travel Documents, Itineraries, Pick-up Points & Passports

For all continental holidays, you will require a full 10 year British Passport (machine readable) valid for a further 6 months after your holiday. If you do not hold a full British Passport or have any doubts about your status as a resident British subject, you must check with the Embassies or Consulates of the countries to be visited to confirm the Passport or visa requirements when you book. We cannot accept responsibility if passengers are not in possession of the correct travel documents. For full details on passport requirements, please contact 'the identity and passport

service' on 0300 222 0000 (www.direct.gov.uk)

In relation to holidays in the European Ūnion or a requirement to travel through an EÚ Member State, you are responsible to ensure that you have any necessary entry documents as required by the EU including any required compliance with the EU's 'ETIAS' system, for more information on which see www.etiasvisa.com. for more information on which see www.etiasvisa.com. For travel in the European Union or Schengen area a valid General Health Insurance Card (GHIC) is required. Available free of charge from the NHS and valid for 5 years https://www.nhs.uk We cannot accept any liability for the consequences of your failure to do so. You are responsible for ensuring you are at the correct departure point, at the correct time and with the correct documents. R B Coach Travel Ltd reserves the right to modify itineraries to conform with requests from competent authorities both within the UK and abroad. Excursions which are included in the cost of your booking are detailed on the brochure page and refunds will not be made for excursions not taken. Optional excursions booked and paid for in resort do not form part of your booking. Admission fees to buildings may not be included in the price of the holiday, please check.

#### 15. Special Requests

All special needs and requests if agreed, should be entered on the booking form and be included in the confirmation of the holiday. These cannot be guaranteed except where confirmed as part of our holiday commitment to you and are detailed on your holiday booking confirmation. We are keen to ensure that we plan the arrangements for your holiday so that special needs and requests can be accommodated as far as possible. If you will need assistance or may be unable to fully enjoy all aspects of your holiday you must tell us in advance so that we can maximize your enjoyment of the holiday. We will need to know if you will need special facilities in the hotel, taking part in the excursions or have difficulty boarding and travelling on the coach or other means of transport. Before booking your holiday, you should be sure that you and your party are both physically and mentally capable of completing the itinerary, if you need advice or further information either you or your booking agent should contact 01536 791066. If you require a special diet please tell us at the time of booking, or as soon as you are medically advised, together with a copy of the diet.

## 16. Passengers with Disabilities

We want everyone to enjoy our travel arrangements. We are happy to advise and assist you in choosing a suitable holiday. But, as some of the accommodation and resorts featured may not cater for even minor disabilities, it is important that, when booking, you advise us of any disability, specific need or complex need you may have and any special requirements that will make sure the holiday is suitable. If a passenger requires special assistance (for example, assistance with feeding, dressing, toileting, mobilizing) then this passenger must travel with an able-bodied companion or carer and written confirmation that such assistance will be provided for the entirety of the holiday is required at the time of booking. Coach drivers/Tour Managers are unable to provide such assistance.

#### Important

You must tell us if you have an existing medical condition, disability or complex need that may affect your holiday or other group members' enjoyment of it before you book your holiday. We



reserve the right to request a doctor's certificate confirming the passenger is fit to travel. If, in our reasonable opinion, your chosen holiday is not suitable for your medical condition or disability, we reserve the right to refuse your booking. You are responsible for bringing with you the proper clothing and equipment, which we advise you about in our printed trip information. We want you to enjoy your holiday and will help you select an appropriate trip.

#### 17. Passenger Behavior

We want our passengers to have a happy and carefree holiday. You are responsible for your behavior and hygiene and the effect it may have on others. If you or any other member of your party is abusive, disruptive or behaves in a way that could cause damage or injury to others or affect their enjoyment of their holiday or which could damage property, we have the right to terminate your contract with us and we will have no further liability or obligation to you. The coach driver/Tour Manager or authorized official 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. If on your return journey, we have the right to terminate the contract with you. We also request that mobile telephones are not used on the coach.

#### 18. Travel Insurance

We strongly advise that you take out personnel travel insurance for the trip. We have arranged travel insurance with "P J Hayman" which is outlined below. You may use an alternative insurer, but you must advise us. The insurance should cover medical and repatriation costs, personal injury, loss of baggage and cancellation charges. If you do not have adequate insurance and require our assistance during your holiday, we reserve the right to reclaim from any medical repatriation or other expenses which we may incur on your behalf which would otherwise have been met by insurers. You must advise us if you use an alternative insurer, the policy number and 24-hour contact number.

# 19. Luggage

Please restrict your luggage to a suitcase weighing no more than 20 kgs per person. We cannot accept responsibility for loss or damage to luggage unless through our negligence. Please do not leave valuable items in your suitcase when left on the coach. Please contact us for our policy on mobility scooters.

## 20. General Data Protection Regulations

We comply with the GDPR 2018 Regulations, our data controller is Mr Symon Dawson and our data protection policy is available on request

#### 21. Emergency Contact

Our emergency contact details are Tel: 01536 791066

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# SUMMARY OF COVER

Selection & Cover	Benefit (up to)	Excess
Cancellation Loss of Deposit	£1,500	£60
Travel Delay-Delayed Dept Abandonment	£60 (£20 first full 12hrs/£10 each Extra 12hrs £1,500(after 12hrs) £60	Nil
Missed Departures	£100 England Scotland Wales £300 N Ireland Isles Scilly, Channel Isles I.O.M & Europe	Nil
Personal Accident	£10,000 (Subject to age limits)	Nil
Medical & Other Expenses (including Curltailment & Repatriation)	£1,000,000 – outside the UK medical (emergency dental treatment limited to £350), additional travel, accommodation & repatriation expenses if you are hospitalized Or have to stay beyond your return date (trips solely within the UK are limited to 31,500 And to £300 for additional travel expenses)	£60
Funeral Expenses Abroad	£1,000	
Taxi Fares & Telephone calls	£100	
Hospital Benefit - Trips solely within UK	£15 each 24hr period, max £450 £10 each 24hr period, max £100	Nil Nil
Personal Property Single Item, pair or set Valuable limit Delayed Baggage Personal Money Children aged under 16	£1,500 £200 £200 £100 £200 £50	£60 Nil £60
		N III
Loss of Passport Expenses	£200 including loss or theft of visa	Nil
Personal Liability	£1,000,000	Nil
Legal Costs & Expenses	£25,000	Nil



