

FAIR TRADING AGREEMENT

Our Fair Trading Agreement and holiday information sets out clearly and simply the responsibilities which we at Johnson Bros Tours have to you. A contract is made when your booking is entered onto our reservation system and we issue a confirmation/invoice. We will send you, or your booking agent confirmation details of your booking within 7 working days. Please check the details carefully to ensure all the information is correct and inform us, or your agent, immediately of any errors. This Fair Trading Agreement applies to all holidays sold from this brochure.

YOUR CONTRACT WITH JOHNSON BROS TOURS LTD.

- 1. Booking and Deposit:** In order to make a 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:
£35.00 per person on all UK coach holidays.
£40.00 per person on all holidays outside the UK.
£65.00 per person on French Riviera holidays.
£85.00 per person on London Theatre Breaks.
£150.00 per person on Channel Isle holidays.
15% of total holiday cost on Cruise holidays (Fred Olsen).

- 2. Balance:** The balance must be paid 6 weeks before departure date on all British Holidays, 8 weeks before departure date for all European and Air Holidays and 15 weeks for Cruises. All day excursions are payable in full on booking. Luggage labels will be issued on receipt of final balance. If you book within the applicable balance due period you must pay the full holiday cost at the time of booking. If you do not pay the balance within the time limit stated above we reserve the right to cancel your holiday and retain your deposit. We would ask you to make a note when final payment is due as no reminders are sent.

- 3. Cancellation by us** It is necessary for there to be a minimum number of passengers in order to operate a tour or day excursion. In certain circumstances therefore, we may have to cancel your booking. If this should occur we will try to offer you a suitable alternative or return any money paid to us. Cancellations on holidays are normally made 6 weeks prior to departure, before the final balance is paid. The cancellation of low season tours may be made 3-4 weeks before departure date. Cancellation of day excursions will be made 5 days prior to departure. Johnson Bros Tours cannot be held responsible for any purchased admission/theatre tickets on any tours or day excursions.

Cancellation by you You may cancel your holiday at any time, the cancellation must be received in writing. If the reason for cancellation is covered under the terms of an insurance policy, you may be able to reclaim these charges. Deposits are none refundable. Please see cancellation scale below.

PERIOD BEFORE DEPARTURE	% CANCELLATION SCALE
Prior to 42 DAYS	DEPOSIT ONLY
28 - 42 DAYS	30% of holiday cost
14 - 27 DAYS	45% of holiday cost
7 - 13 DAYS	60% of holiday cost
0 - 6 DAYS	100% of holiday cost

Cancellation of Cruise Holiday (Fred Olsen)

PERIOD BEFORE DEPARTURE	% CANCELLATION SCALE
112 DAYS or more	DEPOSIT ONLY
111 - 58 DAYS	60% of holiday cost
57 - 43 DAYS	75% of holiday cost
42 - 17 DAYS	85% of holiday cost
16 - 0 DAYS	100% of holiday cost

Cancellation of Jersey Holiday (Modern Holidays)

PERIOD BEFORE ARRIVAL	% CANCELLATION SCALE
56 DAYS or more	DEPOSIT ONLY
56 - 43 DAYS	30% of holiday cost*
42 - 29 DAYS	50% of holiday cost*
28 - 15 DAYS	75% of holiday cost*
14 - 8 DAYS	90% of holiday cost*
7 DAYS OR LESS	100% of holiday cost*

* or Deposit if greater.

- 4. Complaints:** If you have a complaint during your holiday please bring the matter to the immediate attention of our driver, who will do his best to rectify the problem. If you are still dissatisfied you must put your complaint in writing within 14 days of returning from your holiday. Please quote your name, booking reference and forward all relevant information to one of our offices. All complaints received are thoroughly investigated and customers are kept informed at each stage of the investigation. Please allow up to 28 days for a response.
- 5. Statutory Authorities** This brochure is issued subject to applicable Acts of Parliament and Government Regulations 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.
- 6. Conditions of Carriage** When you travel on an aircraft 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 English (Scottish) 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 UK.

- 7. Conduct** All passengers are responsible for their own behaviour, and the effect it may have on other passengers. The coach driver is entitled to refuse travel to anyone if in their opinion you are unacceptably under the influence of drink or drugs or you are being violent or disruptive. In this event, we will have no further obligations or liability. Johnson Bros Tours Ltd reserves the unconditional right to refuse a booking or terminate a client's holiday in the event of unreasonable conduct which is likely to cause damage, distress, danger, or annoyance to other clients, employees, property or to any third party. Full cancellation charges will apply and Johnson Bros Tours Ltd will be under no obligation to refund compensation or loss which may occur.

For the comfort of all passengers, loud music should not be played and mobile telephones should not be used while the coach is in motion, except for emergencies.

- 8. Pets** No dogs, other than Guide Dogs, will be allowed to travel.
- 9. Holiday and Day Excursion Information** You are responsible for ensuring that you are at the correct departure point at the correct time with the correct documents. We cannot be held responsible for any loss or expense suffered by passengers due to their late arrival at any departure point. Waiting time must be restricted to a maximum of 10 minutes on all holiday tours and 5 minutes on day excursions. If we do not have a mobile contact number and you cannot be contacted on a land line, we will proceed without you. Your pick-up times for a day excursion will be provided at the time of booking and printed on your travel ticket. For holiday bookings you will receive a phone call 7-10 days prior to your departure date. 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, train rides, lake cruises, tourist attractions etc. are not included in the price of the holiday unless otherwise stated in the brochure.

Passengers must be 18 years or over to travel unaccompanied.

Some hotels may make an additional charge for tea/coffee served after lunch and dinner.

Periodic improvements and maintenance are necessary in all hotels that wish to keep up standards. If we are aware of any work taking place, we will advise you immediately, however, for any small improvements taking place we must ask for your patience and understanding. Some facilities in hotels may be temporarily unavailable. Some resorts are quieter at the beginning and end of the season. As a result of this, some facilities may not be available.

- 10. Child Prices** On most holidays reductions are available for children aged between 0 and 11 years providing the child shares a room with two full paying adults.
- 11. UK, European & Worldwide Holidays** The price of your holiday is guaranteed and will not be subject to any surcharges except for those resulting from (flight and fuel surcharges, government action, including additional bonding or licensing requirements and VAT). In all cases we reserve the right to pass these amounts on in full. Holiday prices include all coach travel, accommodation and meals as specified in the holiday description and VAT at the current rate where applicable. Passengers may be required to pay a city tax on arrival at the main stay hotel.
- 12. Brochure Details** Every effort has been made to ensure that all details enclosed are correct at the time of going to print. The brochure is merely a guide for you to make your holiday choice and we cannot accept responsibility for changes that may occur. Some hotels are sourced by a wholesaler and we cannot be held responsible for any accommodation changes made by them.
- 13. Seat Allocation and Specification** Requests for specific 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. Occasionally we have to change the seat number of a person travelling on their own in order that we can utilise all the seating, although we will avoid this where possible. We reserve the right to change a seating plan and allocate seats other than those you have booked, although this will be avoided where possible. Specific seats will not be allocated on coaches which operate on feeder services between joining points and main holiday departure points. We reserve the right to allocate an alternative vehicle on all tours.
- 14. Seat Belts** It is your own responsibility to ensure your seat belts are securely fastened at all times whilst travelling.

- 15. Luggage** A medium size suitcase up to 20kg per person for UK and European holidays, with an overnight bag if required. Please make sure all medication and valuable items are carried in your hand luggage. It is your responsibility to ensure that your luggage and belongings are loaded onto the coach and carry a Johnson's luggage label.
- 16. No Smoking** We operate a non-smoking policy on all of our coaches, this includes fake/substitute cigarettes. Tours are planned to include comfort stops en-route.
- 17. Special Requirements** If you have any special requirements i.e. dietary, ground or low floor rooms, bath/walk-in shower these must be stated in the special requirements part of the booking form provided. Requests cannot be guaranteed. Hotels that do not have a lift will be indicated on each itinerary.
- 18. Single Rooms** The number of single rooms available are limited and a supplement may be charged, early booking is essential. Once the allocation of single rooms has been used it may be possible to allocate a double or twin room for single occupancy. In this instance a supplement will almost certainly apply and may differ from the single room supplement advertised in the brochure. The cost of double or twin room for single occupancy is completely at the discretion of the hotel.
- 19. Wheelchairs/motorised scooters** We can accept compact electric mobility scooters. Our definition of 'compact' is that the scooter is class 2 specification; i.e. it must be designed to be dismantled, so that it can be loaded into the boot of a car. The actual maximum sizes of a class 2 mobility scooters is: Length - 1200mm Width - 700mm max (We cannot accept class 3 scooters as these are too large and heavy to lift). Electric scooters can be hired at most of our chosen destinations however, if you wish to take your own it will be your responsibility to dismantle and assemble. Furthermore would all scooter and wheelchair users kindly note that you must be able to negotiate the five steps to board the coach, in order to manage and enjoy our holidays.
- 20. Passport and Visas** It is the clients responsibility to ensure they are in possession of the correct travel documents. Those who do not have UK passports need to check carefully whether they need a Visa if travelling on one of our holidays outside the UK. For all Continental holidays you will require a full current British Passport. For the Channel Islands, some form of photographic identification is needed. UK Citizens do not need a Visa for any of our holidays, but they do need a passport for travel to mainland Europe and we recommend the use of a passport when travelling to the Irish Republic.
- 21. Free Car Parking** All vehicles are parked at the owners own risk.
- 22. Online Bookings** The Fair Trading Agreement applies to all online bookings.

General Data Protection Regulation (GDPR) In line with the changes with regards to the General Data Protection Regulation (GDPR) from 25th May 2018, by signing the booking form you give consent to receive information from Johnson Bros Tours Ltd. We may need to contact you via telephone, post and email in relation to your holiday or day excursion booking. Keeping your personal information safe and secure remains a priority. To find out more take a look at our updated privacy policy on our website www.johnsonstours.co.uk or contact us for a printed version.

Travel Regulation Insolvency Protection

Johnson Bros (Tours) Ltd is a company committed to customer satisfaction and consumer financial protection. We are therefore pleased to announce that, at no extra cost to you, and in accordance with "The Package Travel, Package Tours Regulations 1992" all passengers booking with Johnson Bros (Tours) Ltd are fully insured for the initial deposit, and subsequently the balance of monies paid as detailed in your booking confirmation form. The policy will also include repatriation if required, arising from the cancellation or curtailment of your travel arrangements due to the insolvency of Johnson Bros (Tours) Ltd. This insurance has been arranged by Towergate Chapman Stevens through Zurich Insurance PLC.

Claims: In the unlikely event of Insolvency, you must inform Towergate Chapman Stevens immediately on +44 (0) 1932 334140 or by email at tcs@towergate.co.uk. Please ensure you retain the booking confirmation form as evidence of cover and value.

Policy exclusions: This policy will not cover any monies paid for Travel Insurance or any claim relating to Air Flights. Please ensure the Company you have booked with has the appropriate CAA / ATOL Bonds in place.

