

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.
 £300.00 per person on Cruise holidays (Fred Olsen).

All monies paid to your travel agent are held by them on your behalf until you receive our confirmation. Thereafter the travel agent holds the monies on our behalf.

- 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. 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. Please be advised that a 2.5% surcharge is applicable on all payments paid by credit card, there will be no charge on debit cards.
- 3. 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. All monies paid for day excursions are non-refundable.

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 1 week prior to departure. Johnson Bros. Tours cannot be held responsible for any purchased admission/theatre tickets on any tours or day excursions.

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 the completion of your holiday. Please quote your name, booking reference and forward all relevant information. All complaints that are received are thoroughly investigated and customers are kept informed at each stage of the investigation. Sometimes the investigations can take time when awaiting response from hoteliers. Please allow up to 28 days.
- 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. 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.

- 8. Pets** We do not allow pets to travel on our coaches, however registered assistance dogs will normally be accommodated.
- 9. Holiday 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. 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.

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 2 and 15 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.
- 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** For the comfort of all passengers, all our holiday tours are no smoking. Tours are planned to include ample courtesy 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. Special Needs** Inevitably some of our holidays include lengthy periods of travel and some walking on sightseeing excursions. Additionally, many of the hotels will have steps to contend with and may not possess lifts and although we will try our best to look after the requirements of any passenger with disabilities, it is important that you inform us of any special needs at the time of booking, and list these on the booking form provided as not all holidays will be suitable.
- 20. 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.
- 21. 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.
- 22. Free Car Parking** All vehicles are parked at the owners own risk.
- 23. Online Bookings** The Fair Trading Agreement applies to all online bookings.
- 24. DATA PROTECTION ACT** We retain your full contact details and other information in secure files and electronic storage facilities. We may use this information to contact you by post, telephone or email. We must pass your information on to the relevant suppliers of your travel arrangements and we take full responsibility for ensuring that proper measures are in place to protect your information. In making this booking, you consent to this information being passed on to the relevant persons or suppliers. Johnson Bros Tours is your data controller. Our Privacy policy is available on our website at www.johnsonstours.co.uk or by submitting a written request to our Data Protection Officer.

Your Financial Guarantee For complete peace of mind

In line with the EC directive on package holidays to provide financial guarantees to our clients, all monies paid for holidays in this brochure will be placed into our 'trust fund', and 'ESCROW' account, and will not be released to us until the completion of your tour, giving you complete security and genuine peace of mind.