#### **TERMS & CONDITIONS**

Our Terms & Conditions 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 10 working days. Please check the details carefully to ensure all the information is correct and inform us, or your agent, immediately of any errors. These Terms & Conditions apply to all holidays sold from this brochure.

## YOUR CONTRACT WITH JOHNSON BROS TOURS LTD.

#### **Booking and Payment**

By paying your deposits outlined below, you are accepting the Terms & Conditions on behalf of all your party.

£50.00 per person on all UK coach holidays. £60.00 per person on all Continental holidays. £100.00 per person on London Theatre Breaks.

£200.00 per person on Jersey holidays.

Balance The balance must be paid 8 weeks before departure date on all British Holidays and 10 weeks before departure date for all European and Air Holidays. 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. All day excursions are payable in full on booking.

Brochure & Website Accuracy Every effort has been made to ensure that all details are correct at the time of going to print. The brochure and website are 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.

Our Pricing Policy 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.

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

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.

#### Cancellation

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. Holiday cancellations are normally made 6 weeks prior to departure. 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 additional admission/theatre tickets purchased directly by a customer 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 non-refundable and cannot be transferred to another tour. Please see cancellation scale below. All day excursions are non-refundable however, you may make a name change with no cost incurred.

### Cancellation of UK and European coach holidays

PERIOD BEFORE % CANCELLATION
DEPARTURE SCALE
Prior to 42 DAYS Loss of Deposit
42 - 29 DAYS 50% of holiday cost
28 - 15 DAYS 70% of holiday cost
14 - 0 DAYS 100% of holiday cost

## Cancellation of Jersey Holiday (Destination Specialists Ltd)

PERIOD BEFORE
ARRIVAL
SCALE
Prior to 10 WEEKS
Loss of Deposit
70 - 56 DAYS
Loss of Flight cost
56 - 43 DAYS
50% of holiday cost
55 - 31 DAYS
70% of holiday cost
30 - 0 DAYS
100% of holiday cost

Complaints If you have a complaint during your holiday please bring the matter to the immediate attention of our driver, who will do their 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.

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. 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.

Our Coaches and Seat Allocation We will always use our reasonable endeavours to provide a coach to the specification in our brochure but reserve the right to substitute an alternative vehicle should there be unforeseen circumstances. 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. There is a seating plan but, in some cases, operational reasons may require a coach with a 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 that 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 allocated to you is insufficient for your needs 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

**Seat Belts** It is your own responsibility to ensure your seat belts are securely fastened at all times whilst travelling.

airports, seaports etc.

**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.

**Pets** No dogs, other than Assistance Dogs, will be allowed to travel.

Passenger Behaviour We want all our customers to have a happy and carefree holiday. You are responsible for your behaviour 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/representative, ship's captain, or authorised 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

#### TERMS & CONDITIONS (CONTINUED)

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.

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.

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.

On continental tours the pick up time may be the evening before the actual departure date, due to the time of the ferry crossing.

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. Itineraries are subject to change.

Passengers must be 18 years or over to travel unaccompanied.

**London Theatre Tickets** London Theatre tickets are based on the best availability at the time of purchase.

**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.

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.

Special Requests If you have any special requirements i.e. dietary, ground floor or low floor rooms, bath/walk in shower, these must be stated at the time of booking. Requests cannot be guaranteed. Hotels that do not have a lift will be indicated in the hotel description. 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 you should contact Johnson Bros. If you will 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.

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

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.

Wheelchairs/motorised scooters Unfortunately, due to limited luggage space we can now only accommodate two compact mobility scooters per tour. This is a first come first served basis and must be confirmed at the time of booking. 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 size of a class 2 mobility scooter is: Length - 1200mm Width -700mm max, with a maximum weight of 25kg. (We cannot accept class 3 scooters as these are too large). Mobility 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, assemble and load onto the coach. 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.

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 personal assistance (for example, assistance with feeding, dressing, toileting, mobilising) 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.

**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 current British Passport. For holidays to the Channel Islands, Isle of Man, Southern Ireland, Northern Ireland and any Scottish Island, some form of photographic identification is needed.

Travel Insurance Whilst we strongly recommend taking out travel insurance for our UK trips, it is a condition of travel with Johnson Bros on our Southern Ireland, Isle of Man, Channel Islands and European tours that our Clients have a travel insurance policy in place, to cover their trip. 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 you any medical repatriation or other expenses which we may incur on your behalf which would otherwise have been met by insurers.

You are free to choose your own insurance company, however we have teamed up with travel insurance specialists P.J. Hayman & Company via 'Coach Plus' who are able to provide you with an insurance quote. Please see page 3 for details

**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.

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 Terms & Conditions 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.

**Limited Free Car Parking** All vehicles are parked at the owners own risk.

**Online Bookings** The Terms & Conditions apply to all online bookings.

# **General Data Protection Regulation (GDPR)**In line with the changes with regards to the General Data Protection Regulation (GDPR)

General Data Protection Regulation (GDPR) from 25th May 2018, by confirming a booking on our reservation system, 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.

**Emergency contact details** 01909 720337