

YOUR CONTRACT WITH EBDONS TOURS

1. You Pay the Balance. The balance of the fare must be paid via the office at which you made your booking at least 4 weeks before the holiday departure date. If you book within the applicable balance due period you must pay the full 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 cancellation charges set out in Paragraph 3. If you cancel your holiday if you book within 4 weeks of the departure date you must pay the full amount at the time of booking. Any Travel Agent requesting that you pay balances earlier than these dates will hold that money as your agent (not as the agent of Ebdons Tours) until such time as payment is deemed due by us as per these conditions.

2. If You are changing Your Booking. If, after our confirmation has been issued, you wish to change to another of our holidays or change departure date we will do our utmost to make the changes, provided that written notification is received at our offices from the person who signed the Booking Form, or their Travel Agent, not later than the date on which the balance of the original holiday cost was due for payment. This must be accompanied by a payment of £10 to cover administration costs. 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 change of pick-up point that require a reconfirmation to be issued must be notified and accompanied by a payment of £10 to cover administrative costs.

3. If you Cancel Your Holiday. You, or any members 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 administrative costs we will retain your deposit and, in addition apply cancellation charges up to the maximum shown below. Alternatively, you have the right to transfer the booking to another person provided that they satisfy all the conditions applicable to the package as long as you give the Company at least seven days written notice of your intention to do so. Both you and the person to whom you transfer the booking will

be responsible for payment of any outstanding monies and in addition there will be an administration fee of £10 per passenger to cover costs incurred.

NOTE If the reason for cancellation is covered under the terms of an insurance policy, you may be able to reclaim these charges. Period before departure Amount of within which written cancellation charge cancellation is received shown as % of holiday More than 42 days Deposit

42-29 days 30% , 28-15 days 50%
14-8 days 75% , 7-0 days 100%

4. Conditions of Travel. When you travel on an aircraft, train or ship, the conditions 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 law and jurisdiction. Some coach journeys are operated by vehicles other than those owned by Ebdons tours and the specification may be different to that detailed in this brochure. The Public Service Vehicle (Conduct of Drivers, Conductors and Passengers) Regulations as amended 1990, apply to all coaches throughout any holiday in the UK.

5. Other Terms. On a short holiday you may not (a) Bring a pet or any other animal (other than Guide Dogs in the UK and Eire only and by arrangement) (b) Play a radio or a cassette player on a coach. Ebdons tours reserves the unconditional right to refuse a booking or terminate a client's holiday in the event of unreasonable conduct which in its opinion is likely to cause damage, distress, danger or annoyance to other clients, employees, property or to any third party. If you are prevented from travelling or continuing your holiday by such a termination Ebdons Tours responsibility for your holiday thereupon ceases, full cancellation charges will apply and Ebdons tours will be under no obligation for any refund, compensation or loss which you may incur. You are responsible for ensuring that you are at the correct departure point at the correct time, and we cannot be liable for any loss or expense suffered by passengers because of their late arrival at any departure point.

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 etc are not included in the price of the holiday unless otherwise stated in the brochure.

6. Passport. For all Continental holidays you will require a full 10 Year British Passport. If you have any doubts about your status as a resident British subject or you do not hold a full British Passport, you must check with the Embassies or Consulates of the countries to be visited to confirm the passport or visa requirements needed in your particular circumstances. We cannot accept responsibility if passengers are not in possession of the correct travel documents.

7. Your Holiday Price. Holiday Prices include all coach travel, hotel accommodation and meals as specified in the holiday description and VAT at the current rate where applicable. The price of your holiday is subject to surcharges on the following items: governmental action, VAT or currency changes, fuel, overlying charges. Should you decide to cancel because of this, you must exercise your right to do so within 14 days from the issue date printed on the invoice.

8. If We Change Your Holiday. The arrangements for holidays in this brochure are made many months in advance and changes are sometimes unavoidable.

Most of these changes are likely to be minor and we or our representatives will endeavour to keep you informed.

However, where before departure we have to alter significantly an essential term of this contract, such as price (if price changes are allowed in the contract) location of resort, quality of main hotel (not including single overnight hotels on touring holidays) or tour itinerary changes involving a destination being eliminated, we will notify you of the change as soon as possible.

9. If We Cancel Your Holiday. It is necessary for there to be a minimum number of passengers in order to operate a tour. In certain circumstances, therefore, we may have to cancel your holiday, and if this should occur we will return to you all the money you have paid to us, or offer you a suitable alternative. We will also cancel you holiday if: (a) Immediately prior to the departure date you have not paid for your holiday in full. (b) Alter the balance due date, except as a result of hostilities, political unrest or other circumstances amounting to force majeure (or other options as necessary). If we have to cancel your holiday at any time Ebdons Tours are liable only for any monies you may have paid to Ebdons tours at the time of cancellation.

10. Baggage and Personal Luggage. All baggage and personal belongings are carried at owner's risk and the Company will not accept any responsibility for loss or damage except where such loss or damage is caused by the proven negligence of the Company's employees.

May we draw your attention to the fact that soft suitcases are more susceptible to damage without any negligence on the part of our staff. Each passenger shall be allowed one suitcase and one small overnight bag per person is also recommended for holidays with overnight stops.

11. Seat Allocation and Specification. Requests for particular 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.

12. Smoking. For the comfort of all our passengers we continue with our no smoking policy on all our holiday coaches. Tours are planned to include ample courtesy stops en route and, therefore, smokers need not be unduly inconvenienced.

13. Special Care for the Disabled. The holidays in this brochure have been carefully planned to include as much of interest as possible. Inevitably some of the 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 disabled passengers, it is important that you enter the word DISABLED in block capitals on the booking form, together with a brief description of your disability. We will make every endeavour to minimise the discomfort and inconvenience but for obvious reasons are unable to make any guarantees.

14. Rooms. Rooms are specified at the time of booking and a confirmation is issued showing the type of room which has been reserved i.e. Double, Twin, Single or room for three.

15. Special Requests. If you have any special requests these should be notified on the Booking Form at the time of booking, and we will endeavour to forward these but regret that such special requests cannot be guaranteed.

17. Fuel Surcharge. Fuel surcharge may have to be added to brochure prices if applicable. In line with E.U. Legislation, all holidays booked with us are protected by Financial Failure Insurance. This is in accordance with *The Package Travel, Package Holidays and Pack*

16. Special Diets. You may have special needs as regard to diet. If so please make sure that you include them in the panel provided on the booking form and that they appear on the confirmation of booking.