



## Fair Trading Agreement

Our Fair Trading Agreement and Tour Information sets out clearly and simply the responsibilities which we at Floral Tours have to you and which you in turn have to us when a contract is made between us. The contract is made when you make a booking and we accept it by written confirmation on the terms set out in the leaflet. When signing the Booking Form for your tour you will sign on behalf of yourself and the others named in your party, that you have read, understood and have accepted this Fair Trading Agreement and the Tour Information provided in this document. Your obligation is to pay the price of the tour and recognise your liabilities if you wish to alter the tour booking or have to make a cancellation. On our part we have obligations to provide you with the tour you have booked. Our specification of that tour and our terms are clearly stated in this document. Your contract is entered into with Floral Tours. Any other subsidiary companies of Floral Tours involved in the booking or management of your tour shall be deemed to act as our agents. This Fair Trading Agreement applies to all tours.

## Your Contract With Us

### 1. YOU PAY A DEPOSIT

When you make your 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 **£50.00** per person on all coach tours.

### 2. YOU PAY THE BALANCE

The balance payment of the tour must be paid via the office at which you made your booking at least six weeks for UK tours and eight weeks for Continental tours before the tour departure date. If you book within the applicable balance due period you must pay the full tour cost at the time of booking. If the balance is not paid on time we reserve the right to cancel your tour, retain your deposit, and apply cancellation charges set out in paragraph 4 'If you cancel your tour'.

### 3. IF YOU CHANGE YOUR BOOKING

If, after our confirmation has been issued, you wish to change to another tour of our current year's selection 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 not later than the date on which the balance of the original tour cost was due for payment. This must be accompanied by a payment of **£10.00** 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 with the charge of **£10.00** to cover administration costs.

### 4. IF YOU CANCEL YOUR PLACE ON A TOUR

You, or any members of your party, may cancel your tour 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 administration costs we will retain your deposit and, in addition, apply cancellation charges up to the maximum shown below:

Period before departure within which written cancellation is received:	Amount of cancellation charge:
<b>MORE THAN 42 DAYS</b>	<b>DEPOSIT ONLY</b>
<b>42 TO 29 DAYS</b>	<b>30%</b>
<b>28 TO 22 DAYS</b>	<b>45%</b>
<b>21 TO 15 DAYS</b>	<b>60%</b>
<b>14 TO 8 DAYS</b>	<b>90%</b>
<b>7 DAYS OR LESS</b>	<b>100%</b>

Alternatively, you have the right to transfer the booking to another person provided that they satisfy all the conditions applicable to the package and as long as you give the Company at least seven days notice of your intention to do so. Both you and the person to whom you transfer the booking will be responsible for the payment of any outstanding monies and in addition there will be an administration charge of **£25.00** per passenger to cover cost incurred.

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

### 5. IF YOU HAVE A COMPLAINT

If you have a complaint during your tour, please inform your tour manager or representative who will do his/her utmost to resolve the problem immediately. In almost all cases difficulties can be rectified on the spot and it is not possible to correct most hotel problems after the completion of your tour. Consequently, any such complaint cannot be investigated if no prior notice is made to our tour manager or representative and no claims will be entertained under these circumstances.

If the matter cannot be put right on the spot, you must notify us in writing within 28 days of the completion of your tour and this must be sent to The Customer Relations Manager, Floral Tours, Regency House, 2 Wood Street, Queen Square, Bath BA12JQ and must quote your booking reference number, tour destination and departure date. Failure to establish your complaint immediately in accordance with the above procedure may effect the outcome of it.

## **6. STATUTORY AUTHORITIES**

The tour leaflet 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.

## **7. CONDITIONS OF CARRIAGE**

When you travel on an aircraft, train 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. Coach journeys are operated by vehicles other than those owned by Floral Tours and the specification may be different to that detailed in the leaflet. The Public Service Vehicles (Conduct of Drivers, Conductors and Passengers) Regulations as amended 1990, apply to all coaches throughout any tour in the United Kingdom.

## **8. OTHER TERMS**

On a tour you may not: (a) Bring a pet or any other animal. (b) Play a radio, cassette, compact disc player, MP3 player or DVD in a manner that could cause irritation or annoyance to your fellow passengers. (c) Utilise a mobile telephone. (d) Smoke on board a coach.

Floral Tours reserves the unconditional right to refuse a booking or terminate a client's tour in the event of unreasonable conduct which in Floral Tours 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 tour by such a termination Floral Tours responsibility for your tour thereupon ceases. Full cancellation charges will apply and Floral 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 your home or designated 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 tours and refunds cannot be made for passengers not wishing to go on these excursions.

## **9. TOUR INSURANCE**

It is a condition of your contract with Floral Tours, you should take out adequate insurance cover to cover you for cancellation, illness, personal injury or death during the course of your tour.

## **10. PASSPORTS AND VISAS**

For all continental tours and tours to Jersey by air, 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 and we cannot entertain any refunds in respect of tours uncompleted and/or any additional expenses incurred.**

## **11. HEALTH**

Under normal circumstances most Western European Countries do not require visitors to be vaccinated. However, we will indicate any known vaccination or health requirements where possible for each country to be visited. If you are not sure of the health requirements of the country you are visiting, you are advised to check with your doctor before travelling.