

**Terms & Conditions  
FOR COACH HOLIDAYS**

**Your contract with Mason's Minibus & Coach Hire Ltd**

1. **YOU PAY A DEPOSIT** When you (the 'lead name') make the booking, you guarantee that they have the authority and accept on behalf of the party the terms of the booking conditions. Upon payment of the deposit £50 per person.
2. **HOLIDAY INSURANCE** We strongly advise all our customers to consider taking out travel insurance to cover medical and repatriation costs, personal injury, illness, loss of baggage, cancellation charges or death.
3. **YOU PAY THE BALANCE** The balance of the holiday must be paid via the office at least 8 weeks before the holiday departure date. 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 our Trading Charter Point 13: Scale of Cancellation Charges (available on our website or upon request). If you book within 4-6 weeks of the departure date you must pay the full amount at the time of booking.
4. **IF YOU CHANGE YOUR BOOKING** If, after our confirmation has been issued, you wish to change to another of our holidays we will do our utmost to make the changes, provided that written notification is received at our offices from the lead person who made the booking, not later than the date on which the balance of the original holiday was due for payment. Any alteration made by you within 4 weeks of departure will be treated as a cancellation of the original booking and will be subject to the cancellation charges set out below.
5. **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 lead person and is communicated to us in writing. As this incurs administrative costs, we will retain your deposit and, in addition, apply cancellation charges up to the maximum shown below.
6. **Scale of cancellation charges - COACH HOLIDAYS:** Period before departure within which written cancellation of package price is received you will lose a % of the total package cost:
  - More than 42 days - loss of deposit
  - 42-35 days - 40%
  - 34-28 days - 60%
  - 27-14 days - 80%
  - 13-1 days - 100%
7. Departure day or later including voluntary termination during the package - total package cost. *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 **NOTE:** If the reason for cancellation is covered under the terms of an insurance policy, you may be able to reclaim these charges.
8. **IF YOU HAVE A COMPLAINT** If you have a complaint during your holiday, please inform in the first instance the supplier of the service so that they can do their utmost to resolve the problem immediately. If they are unable to resolve the problem, inform your driver/courier, who will do his/her utmost to resolve the problem immediately. If the matter cannot be put right on the spot, you must notify us in writing as soon as it is possible and this must be sent to Masons Minibus & Coach Hire Ltd.
9. **STATUTORY AUTHORITIES** All brochures are 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.
10. **CONDITIONS OF CARRIAGE** 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 Masons Minibus & Coach Hire Ltd and the specification may be different to that detailed in this brochure. If there are significant differences to the vehicle from what was detailed, we shall do our utmost to advise you beforehand. The Public Service Vehicle (Conduct of Drivers, Conductors and Passengers) Regulations as amended 1990, apply to all coaches throughout any holiday in the UK.
11. **OTHER TERMS On all holidays and coach travel you may not:** (a) Bring a pet or any other animal (other than Registered Assistance Dogs in the UK and Eire only and by prior arrangement.) (b) Mobile phones and electronic equipment may be used with headphones and with discretion and courtesy to other passengers (c) Smoke including e-cigarettes is not permitted on board any company vehicle. Masons mini bus & Coach hire Ltd reserves the unconditional right to refuse a booking or terminate a client's holiday in the event of unreasonable conduct which in Masons Minibus & Coach Hire Ltd 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 Masons Minibus & Coach Hire Ltd responsibility for your holiday thereupon ceases. Full cancellation charges will apply and Masons Minibus & Coach Hire Ltd 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.

12. **DISABLED & SPECIAL NEEDS** It is your responsibility to advise our staff if you have a disability at the time of booking and any special requests you may have e.g.; low floor, walk-in shower etc, although cannot be guaranteed we will try to accommodate you. We will of course advise you if we think the holiday you have chosen may not be suitable. Please note we will take fold up wheelchairs and walking aids provided this has been requested at the time of booking as we only have limited space, so please book early to reserve the space. Electric Wheelchairs & Scooters will be allowed provided they are lightweight and can be folded up. Please speak to our staff regarding this. **PLEASE NOTE:** If we have not been advised of wheelchairs, walking aids etc, or they have not been booked we have the right to refuse to carry them.
13. **PASSPORTS** If you are a British citizen travelling outside the United Kingdom you must have a valid full UK 10 year British Passport valid for a minimum of 3 months after your scheduled date of return. If you have any doubts about your status as a resident British subject or are a Non-UK citizen, 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. The company will provide information on passport and visa requirements, including approximate periods for obtaining visas and information on health formalities, of the country of destination prior to the conclusion of the contract. *We cannot accept responsibility if passengers are not in possession of the correct travel documents.*
14. **HEALTH** Under normal circumstances most countries we visit on the tours in this brochure do not require visitors to be vaccinated. However, we will indicate any known vaccination or other health requirements where possible for each country to be visited. You are advised to check with your own doctor before travelling.
15. **SINGLE ROOMS** Single rooms get booked very quickly, and we would suggest that if you are traveling alone you should book early to avoid disappointment. As each hotel only offers a limited number of single rooms. Some hotels make a single supplement charge which we must pass on to you. The payment of a single room supplement does not imply that any room allocated will be anything other than a single room. Please note that once our allocation of non-supplemented rooms have been used up we may be able to obtain further allocation which may carry supplements that may be chargeable.
16. **SPECIAL REQUESTS** If you have any special requests, e.g., low floor bedroom, non-smoking rooms, special diet etc, they must be made when booking. These requests are usually fulfilled, BUT THEY ARE ONLY REQUESTS AND CANNOT BE GUARANTEED and we cannot accept a booking conditional on such a request being met. Requests made direct to hotels will not be considered and all requests must be on booking form

#### **Our promise to you**

1. **WE RESERVE YOUR HOLIDAY** To book you can write to us, telephone us, online via our website enquiry or email. When you have ascertained that we have available space on the holiday of your choice, upon receipt of your deposit payment the contract is made between us and a confirmation/invoice will be forwarded to you normally within 7 working days.
2. **YOUR HOLIDAY PRICE** Holiday prices include all coach travel, hotel accommodation and meals as specified in the holiday description. **ONCE YOU HAVE MADE YOUR BOOKING AND PAID A DEPOSIT THEN THE COST OF YOUR HOLIDAY WILL NOT BE INCREASED, and WE GUARANTEE THAT THE PRICE OF YOUR HOLIDAY WILL NOT BE SUBJECT TO ANY SURCHARGE.**
3. **IF WE CHANGE YOUR HOLIDAY** The arrangements for holidays across the brochure are made many months in advance and changes are sometimes unavoidable. Most of these changes are likely to be minor and we will endeavour to keep you informed. However, where before departure we have to alter significantly an essential term of this contract, such as 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. In such circumstances you will be given the following options: a) to accept changes to the contract; or b) to take a substitute holiday of equivalent or superior quality if we are able to offer you one; or c) to take a substitute holiday of a lower quality if we are able to offer you one and to recover from us the difference between the price of the original holiday and that of the substitute holiday; or d) to have repaid to you as soon as possible all the monies paid by you under this contract.
4. **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. Should this occur we will offer you a suitable alternative or return to you all the money you have paid to us. However, we will not cancel your holiday: (a) Immediately prior to the departure date unless you have not paid for your holiday in full. (b) After the balance due date, except as a result of hostilities, political unrest or other circumstances amounting to force majeure. If we have to cancel your holiday at any time Masons mini bus & coach hire Ltd is liable only for any monies you may have paid to Masons mini bus & coach hire Ltd at the time of cancellation and for compensation payments as detailed in paragraph 3 above.
5. **WHAT HAPPENS TO COMPLAINTS** 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 a response from hoteliers. We can normally agree an amicable settlement of the few serious complaints we receive, if the complaint is found to be genuine.

**6. ARBITRATION CONDITIONS** Disputes arising out of, or in connection with, this contract which cannot be amicably settled, may (if the customer so wishes ) be referred to arbitration under a special Scheme which, though devised by arrangements with the Confederation of Passenger Transport UK, is administered quite independently by the Travel Industry Arbitration Service. The Scheme (details of which will be supplied on request) provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on the customer in respect of costs. The Scheme does not apply to claims for an amount greater than £1,500 per person. There is also a limit of £7,500 per booking form. Neither does it apply to claims which are solely or mainly in respect of physical injury or illness. (There is a time limit of 9 months from the date of return).

**7. OUR RESPONSIBILITY TO YOU** We accept responsibility for ensuring that all component parts of your holiday as described in this brochure. If any such part is not provided in the advertised manner, we will pay you reasonable compensation unless the non-provision was due to circumstances which we could not predict and which were beyond our control such as adverse weather, road or traffic conditions or the matters referred to in paragraph 4(b) above.(i) Please remember that some amenities (eg. hotel lifts, swimming pools etc) require servicing and cleaning and may not therefore be available at all times. Some services may be affected by weather conditions and their availability is entirely at the discretion of the provider of the service. Entertainment (particularly live entertainment) provided by hotels is frequently subject to demand and its nature and/or frequency may be varied if there is lack of demand or insufficient numbers staying in the hotel. (ii) Some excursion itineraries include the use of ferries and other forms of transport which can be affected by inclement weather and may have to be cancelled or arrangements changed. Whenever possible a suitable alternative excursion will be offered. (iii) The published running times of services are estimates only.

**8. PERSONAL INJURY** (Whilst participating in arrangements made by us) Masons Minibus & Coach Hire Ltd has taken all reasonable and proper steps to ensure that proper arrangements have been made for all the holidays which are advertised in our brochure, including Optional Excursions offered by our employees or agents, and that the suppliers of all the services are efficient, safe and reputable and that they comply with local and national laws and regulations of the country in which they provide those services. Whilst we have no direct control over the provision of services to you by suppliers, we will pay to our clients the equivalent of such damages as they would be entitled to receive under English Law in an English Court for any personal injury to the client, including illness or death, caused by the failure to perform or the improper performance of such services by the servants or agents of ourselves or any of our suppliers contracted or subcontracted by us to provide any part of the arrangements for your holiday as described in our brochures where such failure or improper performance is due to the fault of such person and not an event which such person could foresee or forestall even if they had taken all due care. NOTE: We will make payments as stated above provided: (a) that claims for personal injury are notified to us within 3 months of the return from holiday (b) the injured client(s) assign Masons mini bus & Coach Hire Ltd any rights against a supplier or other person or party they may have relating to the claim (c) they agree to cooperate fully with us should we or our insurers wish to enforce those rights which have been assigned to us or to which we are subrogated and (d) such payment is limited in the case of transport by water or air to a maximum of such sums as would be obtained under the provisions of the appropriate International Conventions. This assignment is necessary to enable us to try and recover from suppliers any compensation we have paid to clients, and associated costs, arising from personal injury to clients caused by the fault of those suppliers. If we recover more than such compensation and costs, any excess will be paid to the injured clients.

**9. PERSONAL INJURY** (Unconnected with arrangements made by us) Where appropriate and subject to our reasonable discretion, we will afford general assistance to clients who through misadventure suffer illness, personal injury or death whilst travelling on a Masons mini bus & Coach hire Ltd arising out of an activity which does not form part of the advertised itinerary nor part of an excursion offered through the company, and which is the responsibility of a third party.