

# Air Tours Terms and Conditions

Woods Holidays Ltd, 43 Aldwick Road, Bognor Regis, PO21 2NL • OUR TRADING CHARTER WITH YOU

## YOUR CONTRACT IS WITH WOODS HOLIDAYS LTD, A MEMBER OF ABTA

**1. WHY SHOULD I READ THIS PAGE?** Because it is very important. Our trading charter forms a key part of our agreement with you and forms the basis of a legally binding contract between you as the lead name making the booking, anyone else in your party and us, i.e Woods Holidays Ltd.

**2. HOW AND WHEN DO I MAKE THIS CONTRACT WITH YOU?** We welcome you making contact with us in a number of ways. You can visit our office, write to us, phone us, use a nominated travel agent, email or visit our website at [www.woodstravel.co.uk](http://www.woodstravel.co.uk). Whichever way you contact us the contract is made at the time and date when your booking is entered on our reservations system and we issue a confirmation of booking. We will send you or your agent the confirmation of your booking within 14 days. Please check this confirmation very carefully to ensure all the information is correct and tell us or your agent immediately if any errors.

**3. YOUR HOLIDAY CONTRACT** When you make a booking, you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these booking conditions. A contract will exist as soon as we issue our confirmation invoice. This contract is made on the terms of these booking conditions, which are governed by English Law, and the jurisdiction of the English Courts. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you wish to do so.

**4. YOUR FINANCIAL PROTECTION** Full financial protection is provided by way of our Air Travel Organisers Licence number 3631. When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

If we, or the suppliers identified on your ATOL Certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be reassigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

**5. OUR CONDUCT** The holidays contained within this brochure are operated by Woods Travel and Woods Holidays Ltd. Woods Holidays Ltd. is a member of ABTA with membership number D0685 and V8552. ABTA and ABTA members help holiday makers get the most from their travel and assist them when things do not go according to plan. We are obliged to maintain a high standard of service to you by ABTA's code of conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to [www.abta.com](http://www.abta.com) to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on [www.abta.com](http://www.abta.com). You can also access the European Commission Online Dispute (ODR) Resolution platform at <http://ec.europa.eu/consumers/odr/>. This ODR platform is a means of registering your complaint with us; it will not determine how your complaint should be resolved.

The above applies only to services supplied by Woods Holidays Ltd and does not apply to services featured in this brochure that are provided by Woods Travel Ltd or any other company.

**6. YOUR HOLIDAY PRICE** When you make your booking, you must pay a deposit of £150 per person (unless stated otherwise on the holiday page). The balance of the price of your travel arrangements must be paid at least 8 weeks before your departure date (unless stated otherwise on your confirmation). Where you use an agent, they may require you to pay them earlier than this date and will advise you separately of their balance due date. If you book within our balance due period you will need to pay the total holiday cost at the time of your booking. If the deposit and/or balance is not paid in time, we shall cancel your travel arrangements. If the balance is not paid in time we shall retain your deposit. All monies you pay to the travel agent are held by him on your behalf until we issue our confirmation invoice. After this the travel agent holds the monies on our behalf. Where optional items are purchased as part of our tour package these are payable on the balance due date except where items such as theatre tickets have been specifically purchased for you. In this case the cost will be payable at a separate date notified to you and will not normally be refundable unless we obtain a refund from the supplier we use.

Holiday prices include all coach travel, return flights, hotel accommodation, meals and excursions as specified in the holiday description and VAT at the current rate where applicable. Morning coffee, afternoon tea and other refreshments are not included. Some hotels may make a small additional charge for portage and tea or coffee served after lunch and dinner. Gratuities to the hotel staff and driver/courier are discretionary.

**7. IF YOU CHANGE 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, but we cannot guarantee to do so. However, notification must be received in writing at our offices from the person who signed the booking form, at least 4 weeks before departure. This must be accompanied by a payment of £50 to cover our administrative costs, plus any further costs we incur in making the amendment. Alterations cannot be made within 4 weeks of departure and any such request for an alteration will be treated as a cancellation of the original booking and will be subject to the cancellation charges set out in the paragraph below. You may be able to transfer your booking to another person, who satisfies all the conditions that apply to this booking, by giving us notice in writing as soon as possible and no later than 7 days before departure. The transfer will cost £20 plus reasonable costs to make the transfer. Both you and the new traveller are responsible for paying all costs we incur in making the transfer.

Some arrangements cannot be changed without paying a cancellation charge of up to 100% of the airline ticket cost.

**8. IF YOU CANCEL YOUR HOLIDAY** You, or any member of your party, may cancel your travel arrangements at any time. Written notification from the person who made the booking or your travel agent on your behalf must be received at our offices. Since we incur costs in cancelling your travel arrangements, you will have to pay the applicable cancellation charges up to the maximum shown in paragraph 9. Note: If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges. You can cancel your booking without paying cancellation charges if the performance of your package, or the carriage of passengers to your destination, is significantly affected by unavoidable and extraordinary circumstances. In such circumstances, we will arrange for your booking to be terminated and for you to receive a full refund. We will observe advice provided by the UK Foreign & Commonwealth Office.

**9. IF WE CHANGE OR CANCEL YOUR HOLIDAY** It is unlikely that we will have to make any changes to your travel arrangements, but we do plan the arrangements many months in advance. Occasionally, we may have to make changes and we reserve the right to do so at any time. Most of these changes will be minor and we will advise you or your travel agent of them at the earliest possible date. Examples of minor changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same or higher standard, and changes of carriers. Please note that carriers such as airlines used in the brochure may be subject to change.

If we make a major change to your holiday, we will inform you or your travel agent as soon as reasonably possible if there is time before your departure. You will have the choice of either accepting the change of arrangements, accepting an offer of alternative travel arrangements of comparable standard from us if available (we will refund any price difference if the alternative is of a lower value), or cancelling your holiday and receiving a full refund of all monies paid. In some cases, we will also pay compensation (see below paragraph 9). These options do not apply for minor changes.

We also reserve the right in any circumstances to cancel your travel arrangements. For example, if the minimum number of clients required for a particular travel arrangement is not reached, we may have to cancel it. However, we will not cancel your travel arrangements less than 6 weeks before your departure date, except for unavoidable and extraordinary circumstances, or failure by you to pay the final balance. Unavoidable and extraordinary circumstances mean a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. If we are unable to provide the booked travel arrangements, you can either have a refund of

all monies paid or accept an offer of alternative travel arrangements of comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value). In some cases, we will pay compensation (see below paragraph 9). We can change your holiday price after you've booked, only in certain circumstances: Changes in transportation costs, including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports and exchange rates mean that the price of your travel arrangements may change after you have booked. However, there will be no change within 20 days of your departure. We will absorb, and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that, plus an administration charge of £1 per person together with an amount to cover agents' commission. If this means that you have to pay an increase equivalent to more than 8% of the price of your travel arrangements, you will have the option of accepting a change to another holiday if we are able to offer one (we will refund any price difference if the alternative is of a lower value), or cancelling and receiving a full refund of all monies paid, except for any amendment charges. Should you decide to cancel:

- 1) you must do so within 14 days from the date on your final invoice
- 2) We will provide a refund of insurance premiums paid to us if you can show that you are unable to transfer or reuse your policy. Should the price of your holiday go down due to the cost changes mentioned above, by more than 2% of your holiday cost, then any refund due will be paid to you. We will deduct from this refund our administrative expenses incurred. Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

**Insurance** If we cancel or make a major change and you accept a refund, we will provide a full refund of your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse your policy. **Compensation** If we cancel or make a major change we will pay compensation as detailed below except where the major change or cancellation arises due to unavoidable and extraordinary circumstances. The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

## IF WE MAKE A MAJOR CHANGE TO YOUR HOLIDAY / IF WE CANCEL YOUR HOLIDAY / IF YOU CANCEL YOUR HOLIDAY

| Period before departure within which notice of cancellation or major change is received by us or notified to you | Amount you will receive from us if we make a major change to your holiday | If we cancel your holiday  | Amount of cancellation charge if you cancel your holiday |
|--|---|----------------------------|--|
| More than 42 days  | NIL   | Deposit Only               | Deposit Only   |
| 28-42 days   | £10   | 100% of holiday cost + £10 | 30% of holiday cost                                      |
| 14-27 days   | £15   | 100% of holiday cost + £15 | 45% of holiday cost                                      |
| 7-13 days  | £20   | 100% of holiday cost + £20 | 60% of holiday cost                                      |
| 1-6 days   | £25   | 100% of holiday cost + £25 | 100% of holiday cost                                     |

Cancellation of your flight may result in a charge of up to 100% of the ticket cost. Details will be given upon request at the time of cancellation. No refunds can be made by us in respect of cancellations received by us on or after the date of departure. In addition to the above charges, it may be necessary to add under-occupancy, or single room supplements to other members of a party where member(s) of that party cancel. NOTE: If the reason for cancellation is covered under the terms of an insurance policy, you may be able to reclaim these charges.

**10. OUR LIABILITY TO YOU** You must inform us without undue delay of any failure to perform or its improper performance of the travel services included in this package. If any of the travel services included in your package are not performed in accordance with the contract, or are improperly informed, by us or the travel service suppliers, and this has affected the enjoyment of your travel arrangements, you may be entitled to an appropriate price reduction or compensation or both. We will not be liable where any failure to perform or improper performance of the travel services is due to you or another member of your party, or a third party unconnected with the provision of the travel services in the package and is unforeseeable or unavoidable; or unavoidable and extraordinary circumstances, which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of three times the cost of your travel arrangements. Our liability will also be limited in accordance with and/or in an identical manner to:

- (a) The contractual terms of the companies that provide the travel services that make up your package. These terms are incorporated into this booking; and
- (b) Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of the extent of the conditions under which compensation is to be paid under these or any conventions.

You can ask for copies of the travel service contractual terms, or the international conventions, from our offices at the address above. Under EU law (Regulation 261/2004) you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delays to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. However, reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in these booking conditions. If any payments to you are due from us, any payment made to you by the airline or any other service provider will be deducted.

If it is impossible to ensure your return as scheduled due to unavoidable and extraordinary circumstances, we will bear the cost of necessary accommodation, if possible of equivalent category, for a maximum of three nights. The limit doesn't apply to persons with reduced mobility and any person accompanying them, pregnant women and unaccompanied minors, or persons in need of specific medical assistance, provided that you notified us of these needs at least 48 hours before the start of your holiday.

**NB: this entire clause does not apply to any separate contracts that you may enter into for excursions or activities whilst on holiday.**

**11. PROMPT ASSISTANCE IN RESORT** If the contract we have with you is not performed or is improperly performed as a result of failures attributable to a third party unconnected with the provision of the services, or as a result of failures due to unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which we or our suppliers, even with all due care, could not foresee or forestall, and you suffer an injury or other material loss, we will offer you such prompt assistance as is reasonable in the circumstances.

**12. IF YOU HAVE A COMPLAINT** If you have a problem during your holiday, please inform your Tour Manager, your Driver or the relevant Supplier/Resort Representative immediately who will endeavour to put things right. If your complaint cannot be completely resolved locally, you must complete a Holiday Report Form which can be obtained from your Driver or local Representative. Once completed, a copy will be made and given to you to keep. Our contact number, for unresolved complaints will be our office number on 01243 868080 (open in office hours). If you remain dissatisfied please follow this up within 14 days of your return home by writing to the Tours Manager (at our address), giving your original booking reference number and all other relevant information, including the reference of the Holiday Report Form. 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 and obtain a written report form. If you fail to follow this procedure, we cannot accept responsibility, as we have been deprived of the opportunity to investigate and rectify the problem. Please also see paragraph 5 above on the ABTA scheme for the resolution of disputes.

**13. COACH SEATING** When travelling by air the coach seats allocated to you on your booking form can only be guaranteed in this country. Whilst every effort is made to hire coaches with the identical seating plan to our own, it is not always possible. The vehicles may be smaller and/or have a completely different seat plan.

**14. HOTEL FACILITIES/ENTERTAINMENT** Some hotel facilities may be withdrawn for routine maintenance or be subject to seasonal availability and provision of the facilities cannot be guaranteed. Some hotels arrange entertainment. Where this is part of the package, details are given on the relevant brochure page. Where it is not specified it may still be available but is

at the discretion of the hotel and is not guaranteed. It may be withdrawn if there is a lack of demand or for operational reasons.

**15. HEALTH & SAFETY** In some foreign countries, standards of infrastructure, safety and hygiene may be lower than those to which you are accustomed in the UK. You should therefore exercise greater care for your own protection. Before booking your holiday, you should be sure that you and your party are both physically and mentally capable of completing the itinerary. There may be countries that we visit in this brochure that have special medical requirements for tourists. These regulations are subject to change and our clients are responsible for complying with entry and current health requirements. If you are not sure of the health requirements for the country you are visiting, you are advised to check with your own GP before travelling. You are also advised to refer to the Department of Health website: [www.nhs.uk/Livewell/travelhealth/Pages/Travelhealth.aspx](http://www.nhs.uk/Livewell/travelhealth/Pages/Travelhealth.aspx)

Some people may be at risk from discomfort or deep vein thrombosis (DVT) if they remain immobile on a journey for a long period of time. If you are planning to undertake a bus or coach journey of more than three hours, you should consult your doctor if you have ever had DVT, pulmonary embolism, a family history of clotting conditions, cancer or treatment for cancer, stroke, heart or lung disease or if you have had major surgery in the past three months. We reserve the right to refuse any booking in the absence of a doctor's certificate confirming that you are fit to travel. Here we provide comfort stops you are encouraged to walk around. Exercise reduces any discomfort, which may be caused by periods of immobility. During any long journey you should drink alcohol only in moderation as it leads to dehydration. SMOKING is not allowed on all our coaches (including E-Cigarettes). We make frequent comfort stops. The no smoking policy of other carriers and suppliers will vary and will be supplied on request.

**16. TRAVEL DOCUMENTS, ITINERARIES & PASSPORTS** If travelling outside the United Kingdom you must have a UK passport valid for a minimum of six months after your scheduled date of return. If you do not hold a full British Passport or you have any doubts about your status as a resident British subject, you must check with the Embassy or Consulates of the Countries to be visited to confirm the Passport or visa requirements when you book. We do not accept responsibility if passengers are not in possession of the correct travel documents. For full details on passport requirements, please contact 'the identity and passport service' on 0300 222 0000 or see [www.direct.gov.uk](http://www.direct.gov.uk) Approximately 2 weeks prior to departure, we will send you or your booking agent all the necessary information and documents so that you receive them in good time for your holiday. Certain travel documents may have to be retained by you and your driver/courier will then issue them to you at the relevant time. If you lose a travel document after it has been issued to you, we will require you to meet the direct cost charged by the carrier/supplier for the issue of a duplicate or replacement.

Excursions which are included in the cost of your booking are detailed on the brochure page and refunds will not be made for excursions not taken. Optional excursions booked and paid for in resort do not form part of your booking. Admission fees to buildings, grounds etc. are not included in the price of the package unless otherwise stated on the relevant brochure page. Refunds for entry to properties owned by an association e.g. National Trust, English Heritage which are included in the package cannot be claimed. Woods Travel Ltd negotiate group rates, and as such, has minimum numbers to adhere to. Therefore, should you have a membership card, it will be the charity that will benefit by this.

We reserve the right to modify itineraries to conform with requests from competent authorities both within the UK and abroad.

## 17. PICK-UP POINTS

**DOOR TO DOOR SERVICE** - Unless otherwise stated door to door service applies to all WOODS packages in this brochure providing your home address is within the red line on the map on the back cover of this brochure. If you reside outside this area it will be at the discretion of the operator and a supplement may apply. Please contact us for details.

**LOCAL PICK UP POINT PACKAGES** - You are responsible for ensuring that you are at the correct departure point, at the correct time, with the correct documents and we cannot be held liable for any loss or expense suffered by your party because of their late arrival at the departure point or through not having the correct documents.

**18. SPECIAL REQUESTS** All special needs and requests should be entered on the booking form. These cannot be guaranteed except where confirmed as part of our holiday commitment to you and are detailed on your holiday booking confirmation. We are keen to ensure that we plan the arrangements for your holiday so that special needs and requests can be accommodated as far as possible. If you advance notice assistance or may be unable to fully enjoy all aspects of your holiday you must tell us in advance so that we can maximise your enjoyment of the holiday. We will need to know if you will need special facilities in the hotel, taking part in the excursions or have difficulty boarding and travelling on the coach or other means of transport. 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 or your booking agent should contact the tours manager. 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.

**19. 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.

**IMPORTANT** - You must tell us if you have an existing medical condition, disability or complex need that may affect your holiday or other group members' enjoyment of it, before you book your holiday. We reserve the right to request a doctor's certificate confirming you are fit to travel. If, in our reasonable opinion, your chosen holiday is not suitable for your medical condition or disability, we reserve the right to refuse your booking. We also reserve the right to cancel any holiday and impose cancellation charges if we are not fully advised of any relevant disability or medical condition at the time the booking is made and subsequently decide that we are unable to accommodate you. This applies whether we advise that we are unable to accommodate you either before departure or during the holiday and if this occurs during the holiday then we will assist you in making the arrangements to return to your home, but we are not liable for the costs involved.

You are responsible for bringing with you the proper clothing and equipment, which we advise you about in our printed trip information. Please contact us with regard to our policy on wheelchairs and mobility scooters.

**20. 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. If you are refused boarding on the outward journey, we will regard it as a cancellation by you and we will apply cancellation charges. If the refusal is on your return journey, we have the right to terminate the contract with you. We also request that mobile telephones are not used on the coach to make or receive calls save for exceptional circumstances.

**21. TRAVEL INSURANCE** You do not need to take out the insurance we offer, however you are required to have an adequate insurance policy which meets your requirements when travelling with us. 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 may use an alternative insurer, but you must advise us the policy number and 24 hour contact number.

**22. LUGGAGE** Please note that luggage allowance varies according to which airline you travel with. Details will be given to you with your travel documents.

**23. GENERAL DATA PROTECTION REGULATIONS** We comply with the GDPR 2018 Regulations, our Data Controller is Tina Shaw-Morton at Woods Travel and our Data Protection Officer is DLM Ltd. Our Privacy Policy can be found on our website or requested from DLM Ltd, Unit 66, Chichester Enterprise Centre, Terminus Road, Chichester, PO19 8TX.

**24 - EMERGENCY CONTACT** Our emergency contact details are: Tel: 01243 868080

**25. PUBLICATION DATE AND DETAILS** This brochure was printed in the United Kingdom by Woods Holidays Ltd, 43 Aldwick Road, Bognor Regis, West Sussex, PO21 2NL on 01/04/19. It is issued to comply with applicable acts of parliament and Government regulations.