

BUCKLEY’S TRADING CHARTER

I. FINANCIAL PROTECTION

Your contract is with Buckley Tours Ltd. Our Trading Charter and Booking Conditions set out clearly and simply the responsibility we have to you and in turn, you have with us, when a contract is made. When you book a holiday with us, which doesn't include a flight, the money you pay us for the booking will be protected by a trust account which conforms with EC directive 90/314/EC. This provides protection for all our holiday passengers. Once you have paid your holiday fares the monies are held for your benefit in a secure Trust fund until your tour concludes.

2. BOOKING AND PAYMENT

When a booking is made, the 'lead name' on the booking guarantees that he or she is 18 or over and has the authority and accepts on behalf of the party the terms of these booking conditions and pays the deposit indicated in the brochure.

A binding agreement will come into existence between us when we dispatch our invoice to the 'lead name' or your booking agent. Please check the confirmation carefully to ensure all the information is correct. This contract is governed by English Law, and the jurisdiction of the English Courts.

You can book by paying a deposit for each person named on the booking, but our commitment is always conditional upon the balance being paid as below;

• A deposit of £40 per person is required on most coach holidays.

• Occasionally other deposit structures are used. You will be clearly notified prior to booking if the deposit structure is different.

Your balance due date is as follows:

• 8 weeks before departure.

If you book within our balance due period, you will need to pay the total holiday cost at the time of booking. If the balance is not paid in time we reserve the right to cancel your holiday and retain your deposit.

Where optional items are purchased as part of the holiday, 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 may be payable at a separate date notified to you and will not normally be refunded unless we obtain a refund from the supplier we use.

You are responsible for ensuring that you are at the correct departure point at the correct time. Admission fees to buildings or grounds are not included unless stated. Refunds cannot be given if parts of the holiday are not required.

3. BROCHURE AND WEBSITE ACCURACY

Although we make every effort to ensure the accuracy of the brochure and website information and pricing, regrettably errors do sometimes occur. You must therefore ensure you check the price and all other details of your holiday with us at the time of booking and when you receive our confirmation invoice.

4. 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 office from the lead name before your balance payment is due to be paid. This must be accompanied by a payment of £20 to cover our administrative costs, plus costs we incur in making the amendment.

Alterations may not be able to be made after your balance has been paid 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 paragraph below. Some arrangements cannot be changed without paying a cancellation charge of up to 100% of the ticket cost.

5. IF YOU NEED TO CANCEL YOUR HOLIDAY

You or any member of your party may cancel your holiday at any time provided the cancellation is made by the lead name and is communicated to us in writing via the office. You must pay cancellation charges to cover our administration costs and to compensate for the risk of us not reselling the holiday. Your cancellation will take effect from the date on which we or our agent receive your written confirmation of your cancellation.

A reduction in room occupancy may increase the charges for the remaining passengers by the application of supplements for low occupancy of rooms. Where bought in supplies, such as ferries, hotel accommodation etc have been bought in on your behalf, and where the terms and conditions of the supplier are non-refundable, these products will be charged to you at the full retail rate.

If this applies, the non-refundable items will be deducted from your holiday costs and the following scale of charges will be applied to the remainder:

PERIOD BEFORE DEPARTURE DATE THAT CANCELLATION IS NOTIFIED	CANCELLATION CHARGE APPLIED (EXPRESS AS PERCENTAGE OF THE HOLIDAY COST WHERE APPLICABLE)
43 DAYS PLUS	DEPOSIT
42-28 DAYS	30%
27-14 DAYS	60%
13 DAYS TO DAY OF DEPARTURE (OR LATER)	100%

JERSEY & CRUISE SCALE

PERIOD BEFORE DEPARTURE DATE THAT CANCELLATION IS NOTIFIED	CANCELLATION CHARGE APPLIED (EXPRESS AS PERCENTAGE OF THE HOLIDAY COST WHERE APPLICABLE)
90 DAYS PLUS	DEPOSIT
89-71 DAYS	30%
70-50 DAYS	50%
40-29 DAYS	75%
28 DAYS OR LESS	100%

6. ALTERATIONS TO YOUR HOLIDAY BY US

We hope we will not have to make any change to your holiday but, because our holidays are planned many months in advance, we sometimes do need to make changes. We reserve the right to do this at any time. We will let you know about any important changes as soon as possible.

In the event of a significant change you may decide to,

• accept the new arrangements offered by us; or

• accept a replacement holiday from us of equivalent or similar standard and price (at the date of the change), if we can offer you one; or

• cancel your holiday with us and receive a full refund of all monies.

The company reserves the right to alter departure points and/or times if necessary.

Itineraries are only a guide. We reserve the right to alters itineraries for any reason.

7. OUR RESPONSIBILITY TO YOU

We will endeavour to ensure the holiday which you book with us is supplied as described in our publicity material and the services offered reach a reasonable standard. We accept responsibility for the acts and/or omissions of our employees, agents and suppliers except where they lead to death, injury or illness. Our liability in all cases shall be limited to a maximum of twice the value of the original holiday cost (not including insurance premiums and amendment charges). If we make any payment to you or any member of your party for death or personal injury or illness, you will be asked to assign to us or our insurers the rights you may have to act against the person or organisation responsible for causing the death, personal injury or illness.

8. IF YOU HAVE A COMPLAINT

If you have a problem during your holiday, please inform 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 call our office on 01302 770379 during office hours or call our Emergency number 07776 205 266. If you remain dissatisfied please follow this up within 28 days of your return home by writing to, Buckley Tours Ltd. 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.

9. OUR COACHES-SEATING ARRANGEMENTS

We reserve your seat number upon booking and you keep this seat throughout your tour. We reserve the right to alter your coach seat number. Single passengers may be required to share a double seat.

10. 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.

11. HEALTH AND SAFETY

We reserve the right to refuse any booking in the absence of a doctor's certificate confirming that you are fit to travel. Where we provide comfort stops you are encouraged to walk around. Exercise reduces any discomfort, which may be caused by periods of immobility.

SMOKING is not allowed on our coaches (including E-Cigarettes) and we do not allow pets or any other animals, although we accommodate registered assistance dogs, but not on overseas holidays.

12. SPECIAL REQUESTS AND REQUIRMENTS

If you have any special requests, please advise us at the time of booking. We will gladly pass on your requests, but we cannot guarantee the hotel will be able to meet the requirements.

13. PASSENGER BEHAVIOUR

We want all our customers to have a happy and enjoyable 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.

14. DATA PROTECTION ACT

We retain your full contact details and other information in secure files and electronic storage facilities. We may use this information to contact you by mail, telephone or electronic means. We must pass your information on to the relevant suppliers of your travel arrangements and we take full responsibility for ensuring that proper measures are in place to protect your information. In making this booking, you consent to this information being passed on to the relevant persons or suppliers. Your data controller is the Managing Director.

15. SCOOTERS AND WALKING AIDS

We are happy to take scooters and folding walking aids on our coaches but all scooters must come to our depot. Places and weight is limited (55kg Max). Please be aware all hotels have different policies on mobility aids. We will be happy to enquire on your request. Please contact us with regard to our policy on wheelchairs and mobility scooters. All scooters and wheelchairs are carried at your own risk.

16. UNFORESEEN CIRCUMSTANCES

This applies to issues beyond our control. Bad weather, traffic delays, road closures or situations that are not due to our negligence. Buckley Tours LTD does not take responsibility for unforeseen circumstances.

17. PARKING ARRANGEMENTS

We offer free parking at our Blaxton depot however all vehicles are left at your own risk. Buckley tours LTD will not accept responsibility for damage accident or loss. We respectfully ask for you not to arrive at our depot anymore than 15 minutes before stated time.

HOLIDAY TRAVEL INSURANCE

Wrightsure Client Holiday Travel Insurance is available for all passengers travelling on our holidays which is arranged by Wrightsure Services (Hampshire) Limited, underwritten by AWP P&C SA and is administered in the UK by Allianz Global Assistance. Allianz Global Assistance is a trading name of AWP Assistance UK Ltd. AWP P&C SA is duly authorised in France and the United Kingdom and subject to limited regulation by the Prudential Regulation Authority and the Financial Conduct Authority. AWP Assistance UK Ltd and Wrightsure Services (Hampshire) Ltd are authorised and regulated by the Financial Conduct Authority (FCA). Wrightsure Services (Hampshire) Limited is permitted to advise on and arrange general insurance contracts. You can check these details online using the Financial Services Register (accessible from <https://register.fca.org.uk>) or by contacting the Financial Conduct Authority Consumer Helpline on 0800 1116768.

Should you wish to take out this travel insurance please include the appropriate premium when booking your holiday.

DEMANDS AND NEEDS

This insurance policy will suit the demands and needs of an individual or group (where applicable) who have no excluded

medical condition(s), are travelling in countries included within the policy terms and who wish to insure themselves against

unforeseen circumstances/events detailed in the cover section below. Subject to the terms, conditions and maximum specified sums insured.

IMPORTANT

We will not provide you with advice about the suitability of this product for your individual needs but will be happy to provide you with factual information.

We summarise below the details of the insurance cover provided which also includes 24-hour emergency service from

Allianz Global Assistance. The following is a brief summary of the cover available. Full details of cover and exclusions will

be forwarded with your confirmation of booking. In any event you may ask for a specimen copy of the policy wording before

booking should you wish to examine this in advance.

SUMMARY OF COVER

PLEASE SEE THE POLICY WORDING FOR FULL DETAILS OF THE COVER, LIMITATIONS AND EXCESSES, A SPECIMEN COPY OF WHICH IS AVAILABLE UPON REQUEST.

COVER	SUM INSURED	EXCESS
Cancellation	Up to £1,500	£50*
Travel Delay	Travel Delay up to £60 Cancellation (holiday abandonment) up to £1,500	Travel Delay Excess = 12 hours £60**
Missed Departure	Up to £100 in England, Scotland, & Wales/£300 for Northern Ireland, Isles of Scilly, Channel Islands & Europe	Nil
Personal Accident-	Up to £10,000 Death and corresponding Benefits limited to £5,000 in respect of persons aged 66 and over at time of travel	Nil
Medical & Other Expenses (including Curtailment & Repatriation.	Up to £1,000,000 outside of the UK. Dental treatment limited to £350, additional travel accommodation and repatriation expenses if you are hospitalised or have to stay in beyond your return date. Trips solely within the UK are limited to £1,500 and to £300 for additional travelling expenses.	£50***
Funeral Expenses Abroad Taxi Fares & Telephone Calls	£1,000 £100	
Medical Confinement Benefit	£10 per 24 hours up to £100 UK £15 per 24 hours up to £450 Channel Islands & Europe	Nil
Curtailment	Up to £1,500	
Personal Property Including Money	Up to £1,500 in all. Single Article Limit £200/Valuables £200 Personal Money Up to £200 Delayed Baggage (after 12 hours) - Up to £100	£60 £60 Nil
Loss of Passport	Up to £200 including loss r theft of visa	Nil
Missed Departure	Up to £100 UK & £300 Europe	
Personal Liability	Up to £1,000,000	Nil
Legal Expenses	Up to £25,000	Nil

* **Excess only applies for cancellation of a journey over three days in duration (Nil for Loss of Deposit).**

** **Excess only applies for abandonment of a journey over 3 days duration.**

*** **Nil excess for curtailment of a journey up-to and including 3 days duration.**

2019 UK DESTINATIONS INSURANCE PREMIUMS (THESE INCLUDE 20% INSURANCE PREMIUM TAX)
2 DAYS - £14.50 · 3 DAYS - £16.00 · 4 DAYS - £18.00 · 5 DAYS - £21.50
6 DAYS - £22.50 · 7 DAYS - £23.50 · 8 DAYS - £24.50

2019 EUROPE DESTINATIONS INSURANCE PREMIUMS (THESE INCLUDE 20% INSURANCE PREMIUM TAX)
Keukenhof Gardens 3 Days £23.00, Jersey 7 Days £32.50, Southern Ireland 6 Days £34.50
Romantic Rhine Cruise 10 Days £40.00, Bulbfield Cruise 7 Days £37.00
Austria 10 Days £40.00, Lake Garda 11 Days £42.00

VAT Is included in the cost of your holiday.

HEALTH DECLARATION AND HEALTH EXCLUSIONS

You must be able to comply with the following conditions to have the full protection of your policy. If you do not comply we may refuse to deal with any relevant claim or reduce the amount of any relevant claim payment.

You are not required to declare your medical conditions. However, to be covered for any medical conditions you have or have had, you must be able to answer YES to all of the questions 1 to 5 below and if you are travelling to Europe, you must also be able to answer YES to question 6.

At the time of taking out this insurance: -

1. You are not aware of any reason why the journey could be cancelled or cut short.

2. You are not travelling:

a) Against the advice of a medical practitioner

b) For the purpose of obtaining medical treatment

c) If you have been given a terminal prognosis.

3. You are not receiving or awaiting treatment for any bodily injury, illness or disease as a hospital day case or in-patient.

4. If you are on medication at the time of travel your medical condition is stable and well controlled.

5. If you suffer from stress, anxiety, depression or any other mental or nervous disorder, it must be investigated and diagnosed as such by either: a) a registered mental health professional if you are under the care of a Community Mental Health Team; or b) a consultant specialising in the relevant field, who has confirmed in writing (at your cost) that you are fit enough to take this journey.

Applying to travel in Europe

6. If you are undergoing medical treatment as a hospital out-patient at the date the final balance of the journey is due to be paid, you must obtain a certificate of fitness at your own cost, confirming you are fit to undertake the entire journey.

If you answer NO to any of the questions 1 to 6 the medical condition(s) that caused you to answer NO will not be covered.

SIGNIFICANT EXCLUSIONS RESIDENCY

If you or anyone else named on this policy has not been a resident in the UK for more than 12 months, or if studying or working in the UK for more than 6 months, before the policy was issued, this policy cannot cover you.

In addition to the above the policy also contains the following main exclusions:

• Any existing medical conditions unless they have been declared to (where appropriate) and accepted by the insurer.

• Your participation in any organised sports or dangerous activities unless they have been declared to and accepted by the Insurer.

• Suicide, self injury or deliberately putting yourself at risk (unless you are trying to save another person's life).

• Travel against the advice of the carrier, any other public transport provider, the Foreign Office or the World Health Organisation.

• Any manual work or hazardous occupation undertaken during the insured trip.

• The bankruptcy / liquidation of the tour operator, travel agent or transportation company with whom you have booked your trip.

Examples of these and other conditions and restrictions and what to do if you are unsure about any aspect of an exclusion are contained within your policy information. Full details are contained within your policy information.

HOW TO MAKE A CLAIM

All claims should be made direct to Allianz Global Assistance.

Please visit the website www.azgatravelclaims.com. This will lead you to our online claims notification service where claim forms can be obtained immediately via email or by downloading directly from the site. Alternatively, please phone and ask for a claim form or write to: Allianz Global Assistance Travel Insurance Claims Department, PO Box 451, Feltham TW13 9EE. Phone 0208 603 9958 or email travel.claims@allianz-assistance.co.uk

PROTECTING YOUR INFORMATION

We will only use your personal details in line with our Privacy Notice. This can be found on our website or is available in hard copy format upon request and you should read this carefully and contact us immediately if you have any queries. Your personal information includes all of the details you have given us to process your insurance policy (we will not ask for more information than is necessary). We may share your data with Third Parties for the provision and ongoing performance of your insurance policy. Your data may be transferred outside the UK. All of the personal information you supply to us will be handled strictly in accordance with the applicable Data Protection regulations and legislation.

Buckley Tours Limited are an Appointed Representative of Wrightsure Services (Hampshire) Limited who are authorised and regulated by the FCA (their registration number is 311394) and which is permitted to advise on and arrange general insurance contracts. You can check these details online using the Financial Services Register (accessible from www.fca.org.uk) or be contacting the Financial Conduct Authority Consumer Helpline on 0800 111 6768.