

# BUCKLEY'S TRADING CHARTER

## 1. 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 £50.00 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. This years brochure has been produced assuming there is no pandemic or epidemic. Please be aware we may have to change pricing and itineraries.

## 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 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 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)
Prior to 43 days	Loss of deposit
Within 42 – 28 days	30%
Within 27 – 14 days	60%
13 days to day of departure (or later)	100%

## JERSEY, GUERNSEY & EUROPE SCALE

PERIOD BEFORE DEPARTURE DATE THAT CANCELLATION IS NOTIFIED	CANCELLATION CHARGE APPLIED (EXPRESS AS PERCENTAGE OF THE HOLIDAY COST WHERE APPLICABLE)
Prior to 56 days	Loss of deposit
Within 55 – 31 days	60%
Within 30 – 15 days	90%
Within 14 – 0 days	100%

Insurance is highly recommended, Buckley's cannot be held liable for any losses due to not being insured.

## 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 alter 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 07739 798129. 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.

We reserve the right to refuse travel if we feel a passenger is unwell for any reason.

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 REQUIREMENTS

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. Specific room numbers cannot be requested or guaranteed.

## 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 (50kg 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.

## 18. SURCHARGES

Where your holiday includes ferry transport, fuel surcharges may apply.

# HOLIDAY TRAVEL INSURANCE

Our Client Holiday Travel Insurance is available to eligible passengers travelling on our holidays which is arranged by Wrightsure Services (Hampshire) Limited and underwritten by ERGO Travel Insurance Services Ltd (ETI) on behalf of Great Lakes Insurance UK Limited.

Great Lakes Insurance UK Limited is a company incorporated in England and Wales with company number 13436330 and whose registered office address is 10 Fenchurch Avenue, London, United Kingdom, EC3M 5BN.

Great Lakes Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 955859. You can check this on the Financial Services Register by visiting: <https://register.fca.org.uk>.

ERGO Travel Insurance Services Ltd (ETI) is registered in England and Wales, company number 11091555. ERGO Travel Insurance Services Ltd is authorised and regulated by the Financial Conduct Authority, register number 805870 and whose registered office address is 10 Fenchurch Avenue, London, EC3M 5BN.

This insurance is available only to residents of the United Kingdom who purchase cover before they travel.

Wrightsure Services (Hampshire) Ltd is authorised and regulated by the Financial Conduct Authority (their registration number is 311394) and 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 Mayday Assistance Limited. The following is a 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.

## HEALTH CONDITIONS

We shall not be liable for claims WHERE AT THE TIME OF TAKING OUT THIS POLICY AND BETWEEN THAT TIME AND YOUR DEPARTURE:

- a) You are aware of any medical condition or set of circumstances that could reasonably be expected to give rise to a claim (for example the state of health of a Close Relative, Business Associate, or any person on whom Your travel plans depend).
- b) The Insured Person whose medical condition gives rise to a claim:
  - i) Is receiving, or on a waiting list for, surgery, in-patient treatment or investigations in a hospital, clinic, or nursing home.
  - ii) Is travelling against any health requirements stipulated by the carrier, their handling agents or other public transport provider.
  - iii) Is travelling against the advice of a Medical Practitioner or for the purpose of obtaining medical treatment abroad.
  - iv) Has been given a terminal prognosis.

**Please note:** If you are on medication at the time of travel, Your medical condition(s) must be stable and well controlled.

If you are travelling outside of the UK, you must notify the Change in Health helpline immediately if a change in health occurs (including any change to medication) between the date this policy is issued and your scheduled date of departure.

## SIGNIFICANT EXCLUSIONS

1. No cover is provided if the person(s) to be insured are/were not in the United Kingdom at the time the policy was purchased & resident in the United Kingdom, meaning that all insured persons must have an address in the United Kingdom and have lived in the United Kingdom for at least 6 of the last 12 months & are registered with a General Practitioner in the United Kingdom.
2. Trips of more than 31 days duration or in relation to Frequent Traveller policies 17 days, unless otherwise agreed.
3. Losses which are not directly associated with the insurance event causing the claim, for example loss of earnings if You are unable to work or the cost of replacing locks if You lose your keys.
4. Losses recoverable from any other source. Where another insurance policy covers the same risk, insurers will only pay their proportionate share of a valid claim.
5. Any loss, damage, cost, or expense directly or indirectly caused by the act of an insured person voluntarily entering an area known at the time to be subject to War and Civil Unrest or against the advice of the Foreign, Commonwealth & Development Office.
6. Disinclination to travel.

Examples of other exclusions and the policy terms and conditions are contained within the policy wording, a specimen copy of which is available upon request. If, having purchased a policy from us, you subsequently find the policy does not meet your needs & requirements you have 14 days from the date of issue or prior to travel, whichever is sooner, to cancel the policy and receive a full refund of your premium.

## 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 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 the personal information you supply to us will be handled strictly in accordance with the applicable Data Protection regulations and legislation.

Buckley Tours Limited is 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](http://www.fca.org.uk)) or by contacting the Financial Conduct Authority Consumer Helpline on 0800 111 6768.

We do not charge fees for our insurance related services however we and Wrightsure Services (Hampshire) Limited may receive some form of remuneration in relation to the arrangement of insurance.

If our chosen insurance provider, Wrightsure Services (Hampshire) Limited are unable to offer you the travel insurance cover you require because you have serious medical conditions, you may be able to get help by accessing the Money and Pensions Service travel directory or by calling 0800 138 7777 (lines are open Monday to Friday, 8am to 6pm).

## SUMMARY OF COVER

COVER	SUM INSURED (UP TO)	EXCESS
<b>Emergency medical and repatriation expenses</b>	£2,000,000	£35
▶ UK trip limit	£2,500	£35
▶ Hospital confinement benefit (UK)	£10 per 24 hours up to £100	£Nil
▶ Hospital confinement benefit (Outside UK)	£15 per 24 hours up to £450	£Nil
▶ Emergency dental treatment	£250	£35
▶ Additional travel and accommodation expenses	£1,000	£Nil
▶ Funeral or cremation expenses abroad	£5,000	£35
▶ Overnight Subsistence	£25 per person, per night up to £200	
▶ UK prescriptions	£50	£Nil
▶ UK physiotherapy and chiropractic care	£300	£Nil
<b>Cancellation</b>	£1,500	Holidays 3 days duration or less Nil. Holidays 4 days duration and over £60 (£15 in respect of Loss of Deposit)
<b>Curtailed and loss of holiday</b>	Up to £1,500	As per Cancellation
<b>Personal accident</b>		
▶ Death (aged over 18)	£15,000	£Nil
▶ Death (under 18)	£1,000	£Nil
▶ Death (aged 70 or over)	£7,500	£Nil
▶ Permanent total disablement	£15,000	£Nil
▶ Loss of limb(s) or total and irrecoverable loss of Sight	£15,000	£Nil
<b>Personal possessions</b>	£1,500	£35
▶ Single item limit	£200	
▶ Valuables	£400	
<b>Personal money</b>		
▶ Personal money	£200	£35
▶ Cash	£200 (£50 under 18)	£35
<b>Passport and other documents</b>		
▶ Event Tickets	£200	£35
▶ Passport and other documents	£200	£Nil
<b>Baggage delay on outward journey</b>	£50 after each 12 hours of delay up to £100	£Nil
<b>Missed departure and Missed connection</b>		
▶ Missed departure	£100 (United Kingdom) £300 (outside the United Kingdom)	£Nil
▶ Missed connection	£100 (United Kingdom) £300 (outside the United Kingdom)	£Nil
<b>Travel delay and abandonment</b>		
▶ Travel delay benefit	£20 per 12 hours up to £60	£Nil
▶ Abandonment after 12 hours delay	£1,500	As per Cancellation
<b>Personal liability</b>	£2,000,000	£Nil
<b>Legal costs and expenses</b>	£25,000	£Nil
<b>COVID-19</b>		
▶ Cancellation/Curtailed	£1,500	As per Cancellation
▶ Emergency medical and repatriation expenses	£2,000,000 (£2,500 within the UK)	£35

### 2024 UK DESTINATIONS INSURANCE PREMIUMS (THESE INCLUDE 20% INSURANCE PREMIUM TAX)

2 days – £25.50 · 3 days – £27.00 · 4 days – £29.00 · 5 days – £30.00 · 6 days – £31.50 · 7 days – £33.00  
8 days – £34.50 · 9 days – £35.00 · 10 days – £36.00

### 2024 EUROPE DESTINATIONS INSURANCE PREMIUMS (THESE INCLUDE 20% INSURANCE PREMIUM TAX)

Up to 5 days – £49.50 · up to 10 days – £65.00 · up to 15 days – £79.00

VAT is included in the cost of your holiday.