

## BOOKING CONDITIONS 2019/20

### 1. Your Package Holiday

Your package holiday is with GOOD TRAVEL MANAGEMENT LIMITED, trading as MERCIAN BRIDGE & BOWLING HOLIDAYS (ATOL Licence 1869, ABTA Membership V2471, hereafter referred to as Mercian) whose Registered Office is Matthew Good House, Bridgehead Business Park, Orchid Road, Hessle, East Yorkshire, HU13 0DH, Telephone 01482 325780.

### 2. Your Holiday Booking

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. You must pay a deposit as shown below. A written confirmation invoice must be despatched to you before a legally binding contract can exist between us. Such a contract will exist as soon as a confirmation invoice is issued to you. Please note that all such contracts are in accordance with the booking conditions and information, which is clearly stated in this brochure. We cannot contract for sunny rooms or specific positions of bedrooms when entering into a contract, it is purely in accordance with the booking conditions and information stated in this brochure, which we would ask you to thoroughly read once received. This contract is made on the terms of these booking conditions which are governed by English Law and subject to the jurisdiction of the English Courts at all times. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you live there and wish to do so.

### 3. Paying for your Holiday

When you make your booking you must pay a deposit of £200.00 per person. The balance of the price of your travel arrangements must be paid at least 12 weeks before your departure date. 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.

**4. Your Financial Protection** Your money is fully protected by ATOL and ABTA. In the unlikely event of our insolvency, the Civil Aviation Authority or ABTA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking. For further information visit [www.atol.org.uk](http://www.atol.org.uk) or [www.abta.com](http://www.abta.com)

When you buy an ATOL protected flight, flight plus or flight inclusive package 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 will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where we aren't 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 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 re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

### 5. ABTA

We are a Member of ABTA (ABTA V2471 & 43877). 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 of Conduct 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 notifying us of your complaint; it will not determine how your complaint should be resolved.

### 4. Your Holiday Price

We reserve the right to alter the prices of any of the holidays shown in our brochure. You will be advised of the current price of the holiday that you wish to book before your contract is confirmed.

Save in the case of late bookings booked within 12 weeks of departure where we will require you to pay in full for your holiday at the time of booking, you will be required to pay a deposit of £200 per person. Where you have paid a deposit, you must pay the balance no later than 84 days before departure for an overseas. If you do not pay in time we reserve the right to cancel your holiday and retain your deposit. The confirmation invoice for your holiday will normally be despatched with the receipt for the deposit within a few days of the booking being received at Mercian. Reminders are not sent later.

Please note your booking deposit may be increased or there may be a charge payable for some accommodation, holidays or flight bookings where it is necessary to secure specific facilities with full payment at the time of booking e.g. specific types of airline tickets. Once confirmed, the booking deposit, additional charges paid and insurance premiums will not be refunded in the event of cancellation except in the circumstances specified in Section 7 or as otherwise required by law.

The price of your travel arrangements was calculated using exchange rates quoted by the Barclays Bank on 25 February 2019 in relation to the following currencies:

Euro: 1.07

Changes in the price of the carriage of passengers resulting from changes to the cost of fuel or other power sources, the level of taxes or fees imposed by third parties including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports or 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. If this results in 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 you must do so within the time period shown on your final invoice. 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, 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.

### **5. If You Change Your Booking**

If you wish to make any changes to your holiday, such changes must be requested in writing and any changes that we agree to make will only be effective on the date on which we confirm such changes to you. We reserve the right to pass on to you any charges it incurs as a result of changes to the holiday, including a nominal administration charge of £25 to cover our administration costs.

Certain travel arrangements involve restricted tickets where the airlines prohibit name change or any variation. In such cases there would be a 100% cancellation charge for the ticket originally booked on your behalf.

### **6. If You Cancel Your Holiday**

If you, or any member of your party, wish to cancel your travel arrangements it can be done at any time by giving written notification signed by the person who made the original booking. Since we incur costs in cancelling your travel arrangements you will have to pay cancellation charges as follows:-

84 days or more before departure	Loss of deposit
83 - 57 days before departure	30% (If greater than deposit)
56 – 43 days before departure	50%
42 – 29 days before departure	70%
28 – 15 days before departure	90%
14 – 0 days before departure	100%

Your deposit is non-refundable, even if the cancellation charge calculated is lower than the deposit amount paid.

If you find that you (or anyone else named on the booking form) are prevented from going on your holiday for a good reason and wish someone else to take your place, this can be normally be organised at an administration fee of £25 per person to cover the cost of making the changes plus any other costs that may be imposed on us by our suppliers, subject to us agreeing that the person taking your place satisfies all the conditions applicable to the holiday. Where we agree to a person taking your place, both you and that person will be responsible to us for payment of the price of the holiday and any additional costs arising from the transfer.

### **7. If We Change or Cancel Your Holiday**

Whilst we don't expect to have to make any changes to the brochure, we reserve our right to do so, at any time. It must be appreciated that in some cases the brochure is prepared some twelve months prior to the event and it is therefore possible that changing circumstances, such as the re-scheduling of flights to a different day or other such factors could significantly change the original holiday, in which case we will inform you of such changes before we accept your booking. Any changes to the brochure will be communicated to you.

Mercian also reserves the right to change or cancel your booking after it has been confirmed, for any reason.

If your holiday is cancelled you can either have a refund of all monies paid or accept an alternative holiday of comparable standard from us if we offer one (we will refund any price difference if the alternative is of a lower value).

In the event a refund is paid to you, we will:

- a) 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.
- b) Pay compensation as detailed below except where the cancellation is due to unavoidable and extraordinary circumstances (see below).

**Compensation payment:**

Period before departure in which we notify you	Amount you will receive from us
Prior to 84 days before departure	Nil
More than 21 days prior to departure	£20
Within 21 days of departure	£40

**Exceptional Circumstances**

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.

**8. Who is Eligible for a Mercian Holiday**

To participate in a Mercian Bridge holiday a basic knowledge of duplicate bridge is required. Mercian cannot guarantee the standard of play of other clients on the holiday, but everyone should have that basic knowledge to enjoy the game provided on our holidays. However, we will accept non-playing clients but we do not give a reduction in price as the services of Mercian are available to all on these holidays. We reserve the right to terminate a bridge or bowling holiday without compensation where there has been unreasonable behaviour, which might impair the enjoyment, comfort or health of other members of the group. The final word in the absence of a representative of Mercian would lie with the Bridge or Bowling Director who represents Mercian on these bridge and/or bowling holidays. We also reserve the right to refuse to accept any reservations or bookings from clients.

**9. If You Have a Complaint**

If you have a problem during your holiday, please inform the Bridge/Bowling Director or a member of the Mercian team and the relevant supplier (e.g. your hotelier) immediately, who will endeavour to put things right. If your complaint is not resolved locally, please ensure an incident report is completed in resort with the Bridge/Bowling Director. Please follow this up within 28 days of your return home by writing to Mercian Bridge & Bowling Holidays, 109 Worcester Road, West Hagley, West Midlands, DY9 0NG giving your booking reference and all other relevant information. Please keep your letter concise and to the point and enclose a copy of the incident report which was completed in resort. If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in resort and this may affect our rights under this contract. Please also see clause 3 above on ABTA.

**10. Conditions of Carriage**

This brochure is our responsibility, as your tour operator. It is not issued on behalf of, and does not commit the airlines mentioned herein or any airline whose services are used in the course of your travel arrangements. Please note that in accordance with Air Navigation Orders in order to qualify for infant status, a child must be under 2 years of age on the date of its return flight.

**11. The Mercian Pledge to You**

Your booking is made and accepted by Mercian on the terms of the above conditions which no employee or agent of the company is authorised to vary in any manner whatsoever. The recommended EBU rules and regulations apply to the administration of the bridge, whilst the rules of the relevant Bowls Associations apply to the bowling unless otherwise agreed. We therefore accept your booking on the condition that you agree to abide by and comply with these rules and regulations.

All aspects of the Mercian holiday is carefully checked; wherever possible we do an inspection visit to ensure the venue is up to standard. However, we must ask you to bear in mind that a change in staff at a hotel after an inspection visit can make a difference to the standard of service provided but Mercian undertake to do all that is reasonably in its power to ensure that suppliers exercise all proper care and attention at all times in the services supplied to you. Details of the location, tourist category, degrees of comfort, main features are set out in the brochure. Please note that whilst we pass on all special requests that we receive on the booking form we cannot guarantee that these requests will be met as it is the hotel, not Mercian, who allocate bedrooms. However, the team will put all possible pressure on the hotels to meet your requests. We cannot accept a booking on the condition that a certain Bridge or Bowling Director is officiating and we reserve the right to change the bridge team should it become necessary.

**12. Our Liability to You**

If the contract we have with you is not performed or is improperly performed by us or our suppliers we will pay you appropriate compensation if this has affected the enjoyment of your travel arrangements. However we will not be liable where any failure in the performance of the contract is due to: you; or a third party unconnected with the provision of the travel arrangements and where the failure is unforeseeable or unavoidable; or 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. Clients have a duty of care to themselves not to take any action which could endanger themselves or others. If such due care is not taken it would invalidate any subsequent complaints to Mercian.

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 does not 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.

Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of two times the cost of your travel arrangements. Our liability will also be limited in accordance with and/or an identical manner to

a The contractual terms of the companies that provide the transportation for your travel arrangements. These terms are incorporated into this contract; 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 compensation contained in these or any conventions.

You can ask for copies of the transport companies' contractual terms, or the international conventions, from our offices Mercian Travel, 109 Worcester Road, West Hagley, Worcestershire, DY9 0NG, telephone number 01562 887557.

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 delay 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 clause 7. If any payments to you are due from us, any payment made to you by the airline will be deducted from this amount. If your airline does not comply with these rules you should complain to the Civil Aviation Authority on 0207 453 6888 or [www.caa.co.uk](http://www.caa.co.uk)

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

### **13. 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.

### **14. Passport, Visa and Immigration Requirements**

Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

### **15. Data Protection Policy**

Your personal details are required to enable us to book your holiday. We take full responsibility for ensuring that proper security measures are in place to protect your information. We must pass the information on to the relevant suppliers of your travel arrangements such as airlines, hotels, transport companies etc. The information may also be provided to security or credit checking companies, public authorities such as customs/immigration if required by them, or as required by law. We will not, however, pass any information on to any person not responsible for part of your travel arrangements. Your data controller is Good Travel Management Limited. You are entitled to a copy of your information held by us. If you would like to see this please contact us. We will hold your information, where collected by us, and may use it to inform you of offers in the future or to send you brochures. If you do not wish to receive such approaches in the future, please advise us.

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