Important Holiday Information

We want you to get the best from your holiday with us and we hope that you, your family and friends will book with Shearings Holidays in the future. Shearings’ Important Holiday Information forms a vital part of your holiday with us. Using it along with the other information in our brochures will help you make an informed holiday choice, in the knowledge that you’ll always get a fair deal when you book with us.

1. How do I join my holiday?

Shearings Holidays operate a network of ‘feeder services’ linking you to your joining point. Your most convenient joining point for a particular holiday can be found by referring to the Joining Points section in our brochure. Please refer to your brochure or use the detailed departure and return times. Some holidays and feeder journeys are operated by vehicles other than those owned by Shearings Holidays and the slot details are subject to change to that detailed in any brochure, leaflet or advert. On our air holidays, unless we state otherwise, you must make your own way to the airport.

2. What if I book my own flights?

We offer connecting flights for an additional cost on many of our holidays. If you choose to book connecting flights with a different company you should be aware that we accept no liability for those services or the consequences caused either by any changes made to them or to the terms of your holiday with us (eg your connecting service is delayed and you miss the flight booked with us or your holiday with us is cancelled or changed and you are unable to make alternative travel arrangements). Tickets often have strict penalties for changes and are often non-refundable in the event of cancellation. Please check before you book such a ticket that you are happy with the conditions.

3. Can I book my own seats?

Yes. Requests for particular coach seats can be made on most coach holidays at the time of booking. Occasionally, our coach services operate feeder services between your joining point and the main holiday departure point, on optional excursions, or coaches which carry out transfers to or from airports and seaports. From time to time for operational reasons we reserve the right to change your seats. This will not amount to a ‘major change’ for the purposes of clause 8 Our Trading Charter.

4. What about my luggage?

Infants aged less than six months must sit on an adult’s lap (max 18kg). Infants are required to travel on journeys of 5 days duration or longer. Infants aged between six months and two years on the date of return travel must sit on an adult’s lap with a lap strap. They may not sit on their own seat. During the flight they may occupy a seat if one is vacant. Children booked as infants who are not under two years of age on the date of the return will have to be at the appropriate age before boarding. If there are insufficient seats they will be refused boarding. This is because airline regulations state that only children aged two years or over must have their own seat. Infants under two years do not have a baggage allowance, though a fold-up pushchair will be carried free.

5. What about my luggage?

We operate a luggage handling service for holidays of 5 days duration or longer. We provide this service at four points during your holiday:

i) As soon as you hand your suitcase to the driver or other representative at your local joining point.

ii) Upon arrival at the hotel.

iii) Upon departure from the hotel at the end of your stay.

iv) At the end of your holiday.

You MUST keep to one medium sized suitcase per person. We reserve the right to refuse to carry luggage that is overweight, exceeds the dimensions of the flight or exceeds the max. weight 18kg/40lb. We cannot accept bookings which are conditional on the provision of specific seats. We will do everything possible to conform to the seating plans shown and to provide the seat numbers booked by you, but we reserve the right to change seats. This will not amount to a ‘major change’ for the purposes of clause 8 Our Trading Charter.

6. What type of accommodation can I expect?

Accommodation throughout the world varies and our range of hotels includes everything from 5 stars to homely, family-run hotels.

(a) Additional facilities

Rooms with private facilities will include either bath and WC or shower and WC. Where you specify a preference for either a bath and WC or a shower and WC we will make every effort to accommodate your request. We cannot, however, guarantee your preference will be met.

(b) Room type

When booking a double room you should clearly request either a double bed or twin beds, otherwise we shall assume that either is acceptable. In some hotels a single-bedded room may have a single king size bed base with two mattresses, each with its own bed linen. Three and four-bedded rooms are normally twins or doubles with extra beds. These extra beds may not be suitable for adults and space in the room will inevitably be limited. Single occupancy of standard rooms may be subject to a supplementary charge and this will be shown on your confirmation invoice. The room description shown on your holiday confirmation refers to the main hotel on your holiday. Overnight hotels may offer different room types, in the best interests of our customers, it may sometimes be necessary or desirable to change the location of overnight accommodation.

In the USA and Canada rooms have one or two double beds. Where 3 or 4 people occupy a room it will normally have two spans of double beds.

7. What excursions are available?

(a) Included excursions

The provisional itinerary for your chosen holiday, together with details of any included excursions, can usually be found in the advertising or on our website, shearings.com. For all holidays we will send you a final itinerary in good time before your departure. Unless otherwise stated, excursions are free to all members of the party and do not include guided tours or entrance fees to places of interest. Membership of societies or organisations does not entitle a person to refund or reduction of any entrance fees. Entrance fees are included in the holiday price.

(b) Optional excursions

On most of our holidays you will be offered a selection of optional excursions which you may book through our representative. You are under no obligation to take these excursions.

8. Will I need a passport or visa?

You should ensure you have your passport and correct visa or ETAs. Visas and ETAs are required for all clients cruising Alaska/Canada, or stopping in the USA on any cruise. In this case, you are responsible for obtaining the correct visa for your trip. We recommend that you seek medical advice from your GP or refer to ‘Advice on Health for Travellers’ available from the Department of Health prior to departure.

10. What if I have special needs?

If you will need assistance or special facilities in the hotel, or may have difficulties in taking excursions or boarding and traveling on the coach or other means of transport, please let us know at the time of booking so that all holidays in this brochure may be suitable for you. To help you select an appropriate trip, we have set up a Special Helpline. Please call us on 01942 496507 (between 10am and 4pm Monday to Friday) or write to Special Help Line, Shearings Holidays, Mirl Lane, Wigan, WN3 4AG. Passengers who require one-to-one assistance must be accompanied by an able bodied person, as our four-managers are unable to offer assistance of a personal nature. However, we will always try to ensure that it is not possible to operate our Special Helpline on any mystery holidays or holidays booked within two weeks of departure, due to the limited time between booking and departure. Please also see clauses 10 and 11 of our booking conditions.

11. Hotel Facilities

All the amenities described in advertising material will normally be available for the enjoyment of our customers, but some amenities (lifts, sun loungers, sports activities to discuss or nightclubs) may occasionally require servicing or cleaning and therefore we cannot guarantee that they will always be available. Some revenue destinations may not be able to provide or may charge for extra services such as cots, or treatments in private medical facilities.

(b) Non-EU citizens

Holders of non-EU passports may well be subject to visa requirements for certain countries visited on our holidays, and they should check either with their travel agent or with the appropriate embassies or consulates to ascertain any visa requirements and the likely time needed to obtain them.

9. What medical arrangements should I make?

(a) EHC card

On all holidays to Member States of the EU it is advisable to carry with you a completed EHC card. This card is available from the Post Office and entitles you to free or reduced cost emergency state medical treatment in the EU but not to treatment in private medical facilities.

(b) Will I need any injections?

At present, there are no specific health requirements, such as inoculations, for any of the European countries featured on UK itineraries. However, where health advice is recommended that you seek medical advice from your GP or refer to “Advice on Health for Travellers’ available from the Department of Health prior to departure.

12. Reduced price holidays for children

Where there is no child reduction shown on the holiday price, a reduction of 20% is given for children up to and including 11 years of age. All reductions are based on children sharing a room with two people paying full price. Children travelling must pay the deposit and any room supplements and insurance premiums. We give a 10% reduction for one child up and including 11 years of age sharing an adult’s room. Infants using two travel free but do not get a coach seat. Meal and cot charges should be paid direct to the hotel. Special regulations apply to aircraft – read section 4 of Important Holiday Information.

13. Smoking Policy

We operate a strict no smoking policy, which includes e-cigarettes, on all of our coaches but we do have regular smoking areas.

14. Pets

We do not allow pets to be taken on our holidays. Registered Assistance Dogs will normally be accommodated on UK holidays but not overseas holidays.

Call 0844 874 7979 or see your local travel agent
15. River & Ocean Cruises

Please note, that in some circumstances outside our control, the river cruise itinerary may have to be amended. The river cruise may be operated on a time change basis if shown are per person and are based on lowest grade twin cabin, as detailed on the ship pages in our brochures. Ships may always have the right of their operators to make any alteration or variation to itinerary and the right to vary any planned routing without prior notice or consultation if they deem it necessary to do so in the interests of safety.

16. Alcohol Policy

We are legally bound by and fully subscribe to, the mandatory conditions and licensing objectives contained in the Licence Act 2005, the Offences against the Customs Act 1979 and the Licensing Act 2003. At that end, alcohol will not be served to patrons and guests where we or our representatives or employees (whose discretion is final) consider a person’s behaviour to be such as to be in breach of the mandatory conditions or the objectives. Accordingly, in accordance with the mandatory conditions and the objectives, the supply of alcohol under our Bay and Coast & Country inclusive packages is not unlimited; patrons on Bay and Coast & Country inclusive packages shall be permitted a maximum of 1.5% of alcohol per day as part of the package. 1 Excludes departure day. For further information please visit the website www.alcoholaware.co.uk. Drinks packages at partner suppliers may vary and will be confirmed on your tickets.

Trading Charter

This Trading Charter, together with our Important Holiday Information, privacy policy and where your holiday is booked via our website, our website terms and conditions of use (including any applicable surcharge) is due not less than 10 days of our sending it out (five days if you are booking within the period where a full balance would be due according to the table below, full payment will be due at the issue date printed on your final invoice). There will be no change made to the price of your confirmed holiday arrangements (excluding any insurance premiums, amendment charges and/or additional services). You will be charged the amount over and above that, plus an administration charge and an amount to cover agents’ commission. If this means that you have to pay an increase of more than 10% of the price of your confirmed travel arrangements (excluding any insurance premiums, amendment charges and/or additional services), you will be given the options detailed in clause 8. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice. There will be no change made to the price of your confirmed holiday within 30 days of your departure date is not paid during this period. We will consider an appropriate refund of the cost of your confirmed holiday and all amendment fees paid to us. Should the price of your holiday go down due to the changes mentioned above, by more than 2% of your confirmed holiday cost, then any refund due will be paid to you. However, please note that travel arrangements are not always purchased in local currency and some appertinent currencies have no impact on the price of your travel due to contractual and other protection in place.

5. Jurisdiction and applicable law

These Booking Conditions and any agreement to which they apply are governed by all respects by English law. We both agree that any dispute, claim or other matter which arises between us or of in connection with your contract or booking will be dealt with by the Courts of England and Wales only. In the subject jurisdiction of Scotland or Northern Ireland if you live in those places and if you wish to do so.

6. Changes by you

If you wish to change any part of your confirmed holiday arrangements after our confirmation has been issued, you must inform us in writing as soon as possible. This should be done by the first named person on the booking. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change. Where we can meet a request, all charges, fees, taxes or any other costs incurred by you, or your agent or your insurer, for administrative fee as well as any applicable rate changes or extra costs incurred as well as any costs incurred by ourselves and any costs incurred or imposed by any of your insurers. You should be aware that these costs could increase the closer to the deposit date that changes are made. Where we cannot assist you and you do not wish to proceed with the original booking we will treat this as a cancellation by you. A cancellation fee may be payable. If you are prepared to accept that this may be possible to transfer your booking to another suitable person provided that written notice is given (see clause 7 below). Note: Certain arrangements may not be amended after they have been confirmed and we cannot be held liable for any cancellation charges up to the maximum shown (Below). The cancellation charge detailed is calculated on the basis of the total cost payable by the person(s) cancelling excluding insurance premiums and amendment charges which are not refundable in the event of the person(s) to whom they apply cancelling):

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The compensation that we offer does not exclude you from claiming more if you are entitled to do so. We will not pay you compensation where we make a major change or cancel before departure. A change of your travel arrangements, or a change of the classification of your coach. Examples of “minor changes” include the following: when we confirm a replacement coach of a comparable standard from us, if available (we will refund any monies you have already paid to us. If any member of your party could not, even with all due care, foresee or avoid. These events can include fire, chemical or biological disaster and adverse weather, sea, ice and river conditions and all similar events outside our control, the consequences of which could not have been avoided even if all due care or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract if the special request has been specifically confirmed. We do not accept bookings that are conditional upon any special request being met. Please refer to section 5 for more information on our Special Help Line.

12. Complaints
We make every effort to ensure that your holiday arrangements run smoothly but if you do have a problem during your holiday, please inform the relevant supplier (e.g. your driver/hotelier/tour representative as applicable) immediately who will endeavour to put things right. If your complaint is not resolved locally, and you wish to complain further, please contact us. The Customer Relations Department, Holidays, Midy Lane, Wigan, Lancashire, WN4 4AW on 28 days of the end of your stay, providing your holiday reference, number, holiday dates or any other information that you feel is relevant. Please keep your letter concise and to the point. This will help us to quickly identify your concerns and speed up our investigation. To follow the procedure set out in this clause may affect ours and the applicable supplier’s ability to investigate your complaint, and will affect your rights under this contract.

13. Your behaviour
All guests staying with us are expected to conduct themselves in an orderly and acceptable manner and not to cause any injury, illness, distress, damage or annoyance to any of our other guests or any third party or damage to property, or to cause a delay or diversion to transportation, we reserve the right to terminate your holiday arrangements with immediate effect. In the event of such termination our liability to you and/or your party will cease and you and/or your party will be required to leave your accommodation or other arrangements as soon as possible. In the event of such termination our liability to you and/or your party will cease and you and/or your party will be required to leave your accommodation or other arrangements as soon as possible. In the event of such termination our liability to you and/or your party will cease and you and/or your party will be required to leave your accommodation or other arrangements as soon as possible. We will not offer any refunds for lost accommodation or any other service will be made available to you. If your special request relates to a special diet, travel agent

210          Call 0844 874 7979 or see your local travel agent

Period before departure in which a significant change is notified to you or your travel agent

Holiday Duration

More than 29 days

Deposit Balance

More than 70 days

28 to 21 days

Nil

70 to 29 days

60% of total cost

21 to 10 days

Nil

10 to 7 days

50% of total cost

less than 4 days

Total holiday cost

Deposit

Deposit

Deposit

Deposit

Deposit

Deposit

Deposit

Deposit

Deposit
www.bch-uk.org or telephone 0207 240 3113 to confirm current membership. We, or the suppliers identified on any ATOL Certificate, will provide you with the services listed on the ATOL Certificate subject to the following conditions. In the 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 booked (this doesn’t apply to flights). You are entitled to receive any compensation due from us, for the part of your arrangements that we have arranged, or from any ATOL holder, for the part that ATOL holds no responsibility for. We would also have to pay a compensation charge of at least £70 per person if we fail to provide the services as listed on your ATOL Certificate. This charge will not be as strong as the legal requirements in this country. In the unlikely event of our insolvency you will be stranded on holiday abroad or in the UK and you will be refunded any moneys you have paid us. No one else will be liable for your travel arrangements. Please note that hotel breaks by car do not constitute package travel and are not covered under this clause. We provide financial security for flights inclusive Packages. Flight bookings and ATOL protected flights by way of a bond held by the Civil Aviation Authority under ATOL number 1666. When you book an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists the flight, accommodation, car hire and/or other services that are financially protected, where you can get information on which supplier is responsible, and who to contact if things go wrong. For further information, visit the ATOL website at www.atol.org.uk. Special conditions apply to claim compensation from us, you must, at the time of payment or at any time thereafter up to 6 months after your return date. If your passport is in its final year, you should check with the Embassy of the country you are visiting. For further information contact the Passport Office on 0870 5210410 or visit www.gov.uk. Special conditions apply for travel to the USA, and all passengers must have individual machine readable passports. Please check www.usembassy.org.uk or telephone 0207 240 6061 www.usemb.org.uk. Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your holiday price from us. If, for any reason, you do not claim against the airline and make a claim for compensation from us, you must obtain a completed and issued EHIC prior to departure. You can however deal with compensation claims which include an element of minor injury or illness subject to a limit of £1,500 on the amount the arbitrator can award per person in respect of this element. Your request for arbitration must be received by ABTA within eighteen months of the date of return from holiday. Outside this time limit arbitration under the Scheme may still be available if we agree, but the ABTA Code does not require such agreement. For injury and illness claims, you can request the ABTA Mediation Procedure and we have the option to agree to mediation. Further information on the Code and ABTA’s assistance in resolving disputes can be found on www.abta.com.

21. Data Protection

For the purposes of the Data Protection Act 1998 we are a data controller. In order to process your booking and to ensure that your travel arrangements can be properly performed we need to collect certain personal details from you. These will include, where applicable, the names and addresses of party’s members, details of any alternative party to book with, payment details and special requirements such as those relating to any disability or medical condition which may affect the chosen holiday arrangements and any relevant travel and safety restrictions which may disclose your religious beliefs. We may pass on your personal details to the companies and organisations who need to know them so that your holiday can be provided for you (hotels, transport companies, credit/debit card company or bank). The information may also be passed to security or credit checking companies, public authorities such as customs, immigration if required by them, or otherwise as required by law. Where you provide us with personal details such as those mentioned above, you consent to this information being used as described above. We are entitled to assume that you do not object to our doing any of the things mentioned above unless you tell us otherwise. We will ensure that appropriate security measures in place to protect the personal details you give us. We may have to pass your details to organisations outside the European Economic Area, (EEA), controls on data protection in these places may not be as strong as the legal requirements in this county. You are generally entitled to ask us (by letter or e-mail) what details of yours are being held or processed, for what purpose and to whom they may be or have been disclosed. We will charge a fee to respond to such a request.

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