

# Coach Holiday - Fair Trade Agreement

## Memory Lane Coaching Fair Trading Agreement

In accordance with "The Package Travel, Package Tours Regulations 1992" all passengers booking with Memory Lane Coaches are fully protected for the initial deposit and subsequently the balance of all monies paid to us, including repatriation if required, arising from the cancellation or curtailment of your travel arrangements due to the insolvency of Memory Lane Coaches.

A certificate detailing this cover will be given to each and every passenger as evidence of cover. Please ensure that you have been given the appropriate certificate(s) at the time of booking.

This insurance has been arranged by Towergate Chapman Stevens through Independents Advantage Insurance Company Ltd.

Our Fair Trading Agreement and holiday information sets out clearly and simply the responsibilities which we at Memory Lane Coaching have to you and which you in turn have to us when a contract is made between us. The contract is made when you make a booking and we accept it by written confirmation on the terms set out in this brochure. When signing the Booking Form for your holiday you will sign on behalf of yourself, and the others named in your party, that you have read, understood and accepted this Fair Trading Agreement and the Holiday Information provided in this brochure. Your obligation is to pay the price of the holiday and recognise your liabilities if you wish to alter the holiday or have to make a cancellation. On our part we have the obligation to provide you with the holiday you have booked. Our specification of that holiday and our terms are clearly stated in this brochure. Your contract is entered into with Memory Lane Coaching. Any other subsidiary companies of Memory Lane Coaching involved in the booking or management of your holiday shall be deemed to act as our agents. This Fair Trading Agreement applies to all holidays sold from this brochure.

### YOUR CONTRACT WITH MEMORY LANE COACHING

#### 1. YOU PAY A DEPOSIT

When you make your booking you must complete a booking form, accepting on behalf of all your party the terms of this Fair Trading Agreement, and pay a deposit of:

- (a) £40.00 per person on all United Kingdom coach holidays;
- (b) £40.00 per person on all coach holidays outside of the United Kingdom.

#### 2. YOU PAY THE BALANCE

The balance of the fair must be paid via the office at which you made your booking at least 8 weeks before the holiday departure date. If you book within the applicable balance due period you must pay the full holiday cost at the time of booking. If the balance is not paid in time we reserve the right to cancel your holiday, retain your deposit, and apply cancellation charges set out in paragraph 4 "IF YOU CANCEL YOUR HOLIDAY". If you book within 8 weeks of the departure date you must pay the full amount at the time of booking. Any

travel agent requesting that you pay balances earlier than these dates will hold

that money as your agent (not as the agent of Memory Lane Coaching) until such time as payment is deemed due by us as per these conditions.

#### 3. IF YOU CHANGE YOUR BOOKING

If, after 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, provided that written notification is received at our offices from the person who signed the Booking Form, or their Travel Agent, not later than the date on which the balance of the original holiday cost was due for payment. This must be accompanied by a payment of £15.00 to cover administration costs. Any alteration by you made later than the original balance date will be treated as a cancellation of the original booking and will be subject to the cancellation charges set out below. Other alterations such as the addition of requests or change of pick-up point that require a reconfirmation to be issued must be notified and accompanied by a payment of £15.00 to cover administration costs.

#### 4. IF YOU CANCEL YOUR HOLIDAY

You, or any members of your party, may cancel your holiday at any time provided the cancellation is made by the person signing the booking form and is communicated to us in writing via the office at which you made your booking. As this incurs administrative costs we will retain your deposit and, in addition, apply cancellation charges up to the maximum shown below:

Period before departure within which written cancellation is received	Amount of cancellation charge shown as % of holiday price
<b>MORE THAN 42 DAYS</b>	<b>DEPOSIT</b>
28 - 42 DAYS	30%
14 - 27 DAYS	45%
1 - 13 DAYS	100%

Alternatively, you have the right to transfer the booking to another person provided that they satisfy all the conditions applicable to the package as long as you give the Company at least seven days written notice of your intention to do so. However, insurance policies are non-transferable and therefore additional premiums will be applied. Both you and the person to whom you transfer the booking will be responsible for payment of any outstanding monies and in addition there will be an administration fee of £15.00 per passenger to cover costs incurred.

Note: If the reason for cancellation is covered under the terms of an insurance policy, you may be able to reclaim these charges.

#### 5. IF YOU HAVE A COMPLAINT

If you have a complaint during your holiday, please inform, in the first instance the supplier of the service and then inform our driver/escort or representative who will do his/her utmost to resolve the problem immediately. If the matter cannot be put right on the spot, you must notify us in writing with 28 days of the completion of your holiday and this must be sent to Memory Lane Coaching, Heath Street, Golborne, Warrington WA3 3AD and you must quote your booking reference number, holiday number and departure date. Failure to advise us of your complaint immediately in

accordance with the above procedure may effect the outcome of it.

#### 6. STATUTORY AUTHORITIES

This brochure is issued subject to applicable Acts of Parliament and Government Regulations and the company reserves the right to modify itineraries to conform with requests from the competent authorities in the United Kingdom and any other sovereign state through which the tours run.

#### 7. CONDITIONS OF CARRIAGE

When you travel on an aircraft, train or ship, the conditions of carriage of that carrier apply and are subject to National and International conditions which may limit or exclude liability. Your contract made under the terms of this Fair Trading Agreement is subject to English law and jurisdiction. Some coach journeys are operated by vehicles other than those owned by Memory Lane Coaching and the specification may be different to that detailed in this brochure. The Public Service Vehicle (Condition of Drivers, Conductors and Passengers) Regulations as amended 1990, apply to all coaches throughout any holiday in the UK.

#### 8. OTHER TERMS

On a holiday you may not:

- (a) Bring a pet or any other animal on a coach (other than Guide Dogs in the UK and Eire only and by arrangement)
- (b) Play a radio or a cassette player on a coach
- (c) Smoke on a coach
- (d) Consume alcohol on a coach

Memory Lane Coaching reserves the unconditional right to refuse a booking or terminate a client's holiday in the event of unreasonable conduct which in Memory Lane Coaching opinion is likely to cause damage, distress, danger or annoyance to other clients, employees, property or to any third party. If you are prevented from travelling or continuing your holiday by such termination Memory Lane Coaching responsibility for your holiday thereupon ceases. Full cancellation charges will apply and Memory Lane Coaching we be under no obligation for any refund, compensation or loss which you may incur.

You are responsible for ensuring that you are at the correct departure point at the correct time, and we cannot be liable for any loss or expense suffered by passengers because of their late arrival at any departure point. Excursions are included in the price of most holidays and refunds cannot be made for passengers not wishing to go on these excursions. Admission fees to buildings, grounds etc. are not included in the price of the holiday unless otherwise stated in the brochure.

#### 9. HOLIDAY INSURANCE

Where holiday insurance is purchased from another supplier, the name and address of the insurer must be supplied to Memory Lane Coaching. It is a condition of your contract with Memory Lane Coaching that you will take out insurance to cover you in the event of illness, personal injury or death during the course of your holiday. The cost of Memory Lane Coaching insurance will automatically be added to the cost of your holiday if this information is not provided.

#### 10. PASSPORT

For all Continental holidays you will require a full 10 year British Passport. If you have any doubts about your status as a resident British subject or you do not hold a full British Passport, you must check with the Embassies or Consulates of the countries you will be visiting to confirm the passport or visa requirements needed in your particular circumstances. We cannot accept responsibility if passengers are not in possession of the correct travel documents.

## 1. HEALTH

Under normal circumstances most Western European Countries do not require visitors to be vaccinated. However, we will indicate any known vaccination or other health requirements where possible for each country to be visited. You are advised to check with your own doctor before travelling.

## OUR PROMISE TO YOU

#### 1. WE RESERVE YOUR HOLIDAY

When you have ascertained or your travel agent has provisionally confirmed that we have available space on the holiday of your choice, a confirmation/invoice will be forwarded to you normally within 7 days of receipt of your signed booking form and the contract is made between us when you receive this information.

#### 2. YOUR HOLIDAY PRICE

Holiday prices include all coach travel, hotel accommodation and meals 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.

Price Guarantees

Price guaranteed except for certain items allowed.

(i) We guarantee that the price of your holiday will not be subject to any surcharge except in the case of variations in:

- transportation costs, including the cost of fuel
- dues, taxes (including the rate of VAT) or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports or airports
- exchange rates applied to the particular package.

(ii) Even in this case, we will absorb an amount equivalent to 2% of the holiday price which excludes insurance premium and any amendment charges. Only amounts in excess of this 2% will be surcharged, but where a surcharge is payable there will be an administration charge of 50 pence per person together with an amount to cover agent's commission.

(iii) Surcharges will not be imposed within 10 days of departure.

(iv) If this means paying more than 10% on the holiday price you will be entitled to cancel your holiday with a full refund of all money paid except for any premium paid to us for holiday insurance and amendment charges. Should you decide to cancel because of this, you must exercise your right to do so within 14 days from the issue date printed on the invoice. Surcharges will not be imposed within 30 days of departure. In addition to Sterling we use the following currencies in calculating our rates and fares.

Country	Exchange Rate
Euro	1.11
Danish Krone	8.8
Norwegian Krone	9.1

#### IF WE CHANGE YOUR HOLIDAY

The arrangement for holidays in this brochure are made months in advance and changes are sometimes unavoidable. Most of these changes are likely to be minor and we or our representatives will endeavour to keep you informed. However, where before departure we have to alter significantly an essential term of this contract, such as (price - if price changes are allowed in the contract) location of resort, quality of main hotel (not including single overnight hotels on touring holidays) or tour changes involving a destination being eliminated, we will notify you of the change as soon as possible. In such circumstances you will be given the following options:

- (a) to accept the changes to the contract
- (b) to take a substitute holiday of equivalent or superior quality if we are able to offer you one, or
- (c) to take a substitute holiday of lower quality if we are able to offer you one and to recover from us the difference between the price of the original holiday and that of the substitute holiday, or
- (d) to have repaid you as soon as possible all the monies paid by you under this contract.

If you choose a, b or c we will pay you compensation on the scale below. If you chose d we will refund all monies paid by you, plus compensation on the scale below:

Period before departure within which a cancellation has taken place	Compensation per person
More than 42 Days	Nil
29 - 42 Days	£5
15 - 28 Days	£10
8 - 14 Days	£15
0 - 7 Days	£20

#### 4. IF WE CANCEL YOUR HOLIDAY

It is necessary for there to be a minimum number of passengers in order to operate a tour. If this minimum number is not achieved, even after the balance due date, the tour could be cancelled. If this should occur we will return to you all the money you have paid to us, or offer you a suitable alternative. If we have to cancel your holiday at any time, Memory Lane Coaching is only liable for monies you may have paid to Memory Lane Coaching at the time of cancellation and for the compensation payments.

#### 5. WHAT HAPPENS TO COMPLAINTS?

All complaints that are received are thoroughly investigated and customers are kept informed at each stage of the investigation. Sometimes the investigations can take time when awaiting a response from hoteliers. We can normally agree an amicable settlement of the few serious complaints we receive if the complaint is found to be genuine.

**Arbitration Conditions** Disputes arising out of, or in connection with, this contract which cannot be amicably settled, may (if the customer so wishes) be referred to arbitration under a special scheme which, though devised by arrangements with the Confederation of Passenger Transport UK, is administered quite independently by the Travel Industry Arbitration Service. The Scheme (details of which will be supplied upon request) provides for a simple inexpensive method of arbitration on documents alone with restricted liability on the customer in respect of costs.

The scheme does not apply to claims for an amount greater than £1,500 per person. There is also a limit of £7,500 per booking form. Neither does it apply to claims which are solely or mainly in respect of physical injury or illness or the consequence of such injury or illness. (There is a time limit of 9 months from the date of return). Please note that correspondence received between June and September may take us longer to respond to.

#### 6. OUR RESPONSIBILITY TO YOU

We accept responsibility for ensuring that all component parts of your holiday as described in this brochure are supplied to you to a reasonable standard and this includes Optional Excursions purchased through our employees or agent. If any such part is not provided in the advertised manner, we will pay you reasonable compensation unless the non-provision was due to circumstances which we could not predict and which were beyond our control such as adverse weather, road or traffic conditions or the matters referred to in paragraph 4 on page 52 and above.

(i) Please remember that some amenities (e.g. hotel lifts, swimming pools etc.) require servicing and cleaning and may not therefore be available at all times. Some services may be affected by weather conditions and their availability is entirely at the discretion of the provider of the service. Entertainment (particularly live entertainment) provided by the hotels is frequently subject to demand and its nature and/or frequency may be varied if there is lack of demand or insufficient numbers staying at the hotel.

(ii) Some excursions itineraries include the use of ferries and other forms of transport which can be affected by inclement weather, and may have to be cancelled or arrangements changed. Whenever possible a suitable alternative excursion will be offered. (iii) The published running times of services are estimates only and we will not be liable for any loss (however caused) arising from delay or failure to operate services in accordance with published listings.

## 7. PERSONAL INJURY

(Whilst participating in arrangements made by us) Memory Lane Coaching has taken all reasonable and proper steps to ensure that suitable arrangements have been made for all the holidays which are advertised in this brochure, including Optional Excursions offered by our employees or agents, and that the suppliers of all the services are efficient, safe and reputable and that they comply with the local and national laws and regulations of the country in which they provide those services. Whilst we have no direct control over the provision of services to you by suppliers, we will pay to our clients the equivalent of such damages as they would be entitled to receive under English Law in an English Court for any personal injury to the client, including illness or death caused by the failure to perform or the improper performance of such services by the servants or agents of ourselves or any of our suppliers contracted or sub-contracted by us to provide any part of the arrangements for your holiday as described in this brochure where such failure or improper performance is due to the fault of such person and not an event which such person could not foresee or forestall even if they had taken all due care.

Note: We will make payments as stated above provided: (a) that claims for personal injury are notified to us within one month of the return from holiday (b) the injured client(s) assign to Memory Lane Coaching any rights against a supplier or other person or party they may have relating to the claim (c) they agree to co-operate fully with us or should we or our insurers wish to enforce those rights which have been assigned to us to which we are subrogated and (d) such payment is limited to the case of transport by water or air to a maximum of such sums as would be obtained under the provisions of the appropriate International Conventions. This assignment is necessary to enable us to try and recover from suppliers any compensation we have paid to clients, and associated costs, arising from personal injury to clients caused by the fault of those suppliers. If we recover more than such compensation and costs, any excess will be paid to the injured clients.

## 8. PERSONAL INJURY (UNCONNECTED WITH ARRANGEMENTS MADE BY US)

Where appropriate and subject to our reasonable discretion, we will afford general assistance to clients who through misadventure suffer illness, personal injury or death whilst travelling on a Memory Lane Coaching holiday arising out of an activity which does not form part of the advertised itinerary nor part of an excursion offered through the company, and which is the responsibility of a third party.

## HOLIDAY INFORMATION (NOT PART OF CONTRACT)

### 1. CHILDREN'S REDUCTIONS

Reductions are available for children on most holidays providing the child shares a room with full fare paying passengers. Please enquire at the time of booking.

### 2. LUGGAGE

We ask you to keep luggage down to one medium sized suitcase per person, and one small holdall which can also be taken on board the coach.

### 3. LOST PROPERTY

Any item of lost property will be held for a period of 1 month following the date of the tour in accordance with the minimum regulations laid down by the Road Traffic Act 1960

& The Public Service Vehicles (Lost Property) Regulations 1995. There will be a minimum charge of £2.00 on collection from our offices in Broadcut. Postage and packaging will be charged extra.

## COACH HOLIDAY TRAVEL INSURANCE

It is a condition of booking that all passengers are adequately insured. A Special Coach Holiday Travel Insurance Scheme is available for all passengers travelling on our holidays from AXA Insurance (UK) plc who are authorised and regulated by the Financial Services Authority. Should you wish to take advantage of our Coach Holiday 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 pre-existing medical conditions, are travelling in countries included within the policy terms and who wish to insure themselves against unforeseen events detailed in the cover section below. Subject to the terms, conditions and maximum specified claim limits.

## 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 INTERNATIONAL MEDICAL RESCUE - 24-hour emergency service. The following is a brief summary of the cover available. Full details of Cover, Policy Warranties 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.

## COVER

Cancellation	£3,500
Missed Departure/Travel Delay	£600/£60
Medical and other Expenses including Curtailment	£2,000,000
Medical Inconvenience Benefit	£450 (£15 per 24 hours)
Personal Property/Loss of Passport	£1,500/£200
Personal Liability	£2,000,000
Delayed Baggage	£100
Legal Expenses	£10,000
14 day Refund	Insurance Premium

## POLICY EXCESSES

Cancellation, Curtailment, Holiday Abandonment and Loss of Deposit for holidays up to and including 3 days ENIL. For holidays over 3 days Loss of Deposit excess £10.00 each and every loss. For holidays over 3 days excess £35.00 each and every loss for Cancellation, Curtailment and Holiday Abandonment. Medical and Other Expenses, Personal Property and Money excess £30.00 each and every incident per Insured Person,

## IMPORTANT HEALTH CONDITIONS

If you are travelling in England, Scotland, Wales, Northern Ireland or the Isle of Man and can answer NO to questions 1, 2 and 3 immediately below, it will not be necessary for you to complete a Self Declaring Medical Form. The Standard Policy Terms, Conditions and Exclusions shall apply.

It is a condition that at the time of taking out this policy and between that time and your departure you must comply with each of the following:

- 1) You are not aware of any reason why the trip should 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, or
  - c) if you have been given a terminal prognosis
- 3) You are not receiving or awaiting treatment for an illness or injury as a hospital day case or in-patient, as any claim arising from this injury or treatment will not be covered.

In addition if you are travelling outside England, Scotland, Wales, Northern Ireland or the Isle of Man, the following additional conditions will apply:

You must notify the Issuer of this policy immediately of any of the conditions listed below arising between the date the policy is issued and the time of departure of the trip. We must be informed of any fact which is likely to influence us in the acceptance, assessment or continuation of this insurance. Failure to do so may invalidate this insurance, leaving you with no right to make a claim.

- 1) If you have received medical treatment as a hospital day case, in-patient or out-patient during the six months prior to the booking of the trip, you must obtain from a medical practitioner at your cost confirming that you will be fit enough to take the trip.
- 2) If you are undergoing medical treatment as a hospital out-patient at the date the final balance of the trip is due to be paid, a certificate of fitness confirming your ability to travel must be obtained by you at your cost.
- 3) If you are on medication at the time of travel your medical condition is stable and well controlled.

The Policy contains the following General Exclusions:

You are not covered for anything caused directly or indirectly by you suffering from Stress, anxiety or depression unless it has been investigated and diagnosed as such by a Consultant specialising in the relevant field, who must confirm in writing at your cost that you are fit enough to take this trip. You must notify the issuer of this Policy immediately of any of the conditions listed above arising between the date the policy is issued and the time of departure of the trip.

## COOLING OFF PERIOD

You should read your policy immediately to ensure it meets with your requirements. If for any reason it does not it must be returned to the issuer of the policy within 14 days of the date of issue or prior to travel which ever is the sooner. Your money will be refunded in full, provided no claims have been made or incident likely to give rise to a claim has arisen. If you cancel your policy after 14 days no refund will be given.



# PASSPORTS & VISAS

Obtaining the proper proof of citizenship for entry to destination countries is the responsibility of each client.

A valid 10 year machine readable passport is required for each individual travelling outside of the United Kingdom. Passports must be valid for at least eight months beyond the return date from the destination.

Some countries require a visa in addition to a valid passport for entry into the country. It will be necessary for you to cheque with the appropriate embassy or consulate for specific information and entry requirements. Upon request, we can forward a visa application from a recommended visa service.

As some countries require your passport to be kept with you at all times as a form of identity, please ensure you keep it on your person in a safe and secure place. If your chosen destination does not require you to carry your passport, please ensure you leave it in a secure place, such as a hotel safety deposit box.

It is sensible to keep a separate note of your passport number and date of issue, therefore we recommend that our clients travelling abroad take a photocopy of their passport and applicable visas. These should be packed separately from your actual passport and visa. We also recommend leaving a copy at home with your chosen emergency contact. Please remember to complete the details of two relatives or friends who may be contacted in an emergency on the inside back cover of your passport.



# COACH HOLIDAY TRAVEL INSURANCE

We strongly recommend all clients arrange travel insurance. For your protection and peace of mind we have arranged a Special Coach Holiday Travel Insurance Scheme with AXA Insurance (UK) plc who are authorised and regulated by the Financial Services Authority.

We summarise below the details of the insurance cover provided which also includes INTERNATIONAL MEDICAL RESCUE - 24 hour emergency service. The following is a brief summary of the cover available. Full details of Cover, Policy Warranties 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.

COVER	SUMS INSURED UP TO
Cancellation	£3,500
Missed Departure/Travel Delay	£600 / £60
Personal Accident	£15,000
Medical and other Expenses including Curtailment	£2,000,000
Medical Inconvenience Benefit (hours)	£450 (£15 per 24 hours)
Personal Property / Loss of Passport	£1,500 / £200
Personal Liability	£2,000,000
Delayed Baggage	£100
Legal Expenses	£10,000
14 day Refund	Insurance Premium

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Cancellation, Curtailment, Holiday Abandonment and Loss of Deposit for holidays up to and including 3 days ENIL. For holidays over 3 days Loss of Deposit excess £10.00 each and every loss. For holidays over 3 days excess £35.00 each and every loss for Cancellation, Curtailment and Holiday Abandonment. Medical and Other Expenses, Personal Property and Money excess £30.00 each and every incident per Insured Person.

## HEALTH CONDITIONS

If you are traveling in England, Scotland, Wales or Northern Ireland and can answer NO to questions 1, 2 and 3 immediately below, it will not be necessary for you to complete a Self Declaring Medical Form. The Standard Policy Terms, Conditions and Exclusions shall apply.

It is a condition that at the time of taking out this policy and between that time and your departure you must comply with each of the following:

1. You are not aware of any reason why the trip should 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, or c) if you have been given a terminal prognosis
3. You are not receiving or awaiting treatment for an illness or injury as a hospital day case or in-patient, as any claim arising from this injury or treatment will not be covered.

In addition if you are travelling outside England, Scotland, Wales or Northern Ireland, the following additional conditions will apply:

You must notify the Issuer of this policy immediately of any of the conditions listed below arising between the date the policy is issued and the time of departure of the trip. We must be informed of any fact which is likely to influence us in the acceptance, assessment or continuation of this insurance. Failure to do so may invalidate this insurance, leaving you with no right to make a claim.

- 1) If you have received medical treatment as a hospital day case, in-patient or out-patient during the six months prior to the booking of the trip, you must obtain from a medical practitioner at your cost confirming that you will be fit enough to take the trip.
- 2) If you are undergoing medical treatment as a hospital out-patient at the date the final balance of the trip is due to be paid, a certificate of fitness confirming your ability to travel must be obtained by you at your cost.
- 3) If you are on medication at the time of travel your medical condition is stable and well controlled.

The Policy contains the following General Exclusions:

You are not covered for anything caused directly or indirectly by you suffering from Stress, anxiety or depression unless it has been investigated and diagnosed as such by a Consultant specialising in the relevant field, who must confirm in writing at your cost that you are fit enough to take this trip.

## Cooling off Period:

You should read your policy immediately to ensure it meets with your requirements. If for any reason it does not it must be returned to the issuer of the policy within 14 days of the date of issue or prior to travel which ever is the sooner. Your money will be refunded in full, provided no claims have been made or incident likely to give rise to a claim has arisen. If you cancel your policy after 14 days no refund will be given.