

Your contract with **Dunwood Travel** Terms and Conditions



1. Financial Protection

Your contract is with Dunwood Travel Limited, Peartree Lane, Dudley, West Midlands DY2 0DY.

When you book a holiday with us, which does not include a flight, the money you pay us for the booking will be protected by Bonded Coach Holidays (BCH) and the Association of Bonded Travel Organisers Trust Limited (ABTOT), this is a Government approved consumer protection scheme. The scheme will also ensure your repatriation in the event the company becomes insolvent. 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. Please see the Consumer Guarantee at <https://www.abtot.com/bch-abtot-members-directory/>. There is no financial protection if you purchase just transport or accommodation-only from us. We fully comply with the Package Travel and Linked Travel Arrangements Regulations 2018. The combination of travel services offered to you is a package holiday within the meaning of the Regulations. Therefore, you will benefit from all rights applying to package holidays. Dunwood Travel Limited will be fully responsible for the proper performance of the holiday and providing assistance if you are in difficulty. Your key rights will be in the details of the tour which will be provided prior to booking.

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 and as confirmed in the pre-contract information. After we receive your booking and all appropriate payments, if the arrangements you wish to book are available, we will send you a confirmation invoice within 14 days. A binding agreement will come into existence between us when we dispatch this invoice to the 'lead name'. 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. Deposit £20pp coach holidays + any additional 3rd party charges. Min deposit £250pp air holidays, subject to T&C of the airline. The balance of the price of your holiday must be paid at least 10 weeks before your 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, retain your deposit, and apply the cancellation charges set out in the paragraph below. The date of cancellation will be the date we receive your written confirmation that you intend to cancel or 7 days after the balance due date, whichever comes first. Where optional items are purchased as part of the holiday, these are payable on the balance due date except where 3rd party eg. theatre tickets, have been specifically purchased for you. In this case the cost will be payable at a separate date notified to you and will not be refunded.

3. Brochure Accuracy

Although Dunwood Travel Limited make every effort to ensure the accuracy of our brochure 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 upon receipt of our confirmation invoice.

4. Our Pricing Policy

Dunwood Travel Limited endeavour to ensure that the most up to date and correct prices are shown in our brochure. Occasionally an incorrect price may be shown, due to an error. When we become aware of any error, we will endeavour to notify you at the time of booking (if we are then aware of the mistake) or as soon as reasonably possible. We reserve the right to cancel the booking if you do not wish to accept the price which is applicable to the holiday. Local Authorities in many towns and cities throughout Europe have introduced tourist taxes which must be paid directly to the hotel by all guests in person. These taxes are not included in our prices, but we will normally notify you when applicable. Holiday prices include all travel, hotel accommodation and meals as specified in the holiday description and VAT payable in the UK where applicable. The price of the holiday will not be subjected to any surcharges except those arising from exchange rate changes, transportation including the price of fuel, air & ferry operator fares and tolls, embarkation or disembarkation fees at terminals, duties and taxes (including the rate of VAT). Even in these cases we will absorb the cost equivalent to cost of the first 1% of the holiday price. Amounts more than this plus £1 administration fee will be surcharged to you. If this means the total cost of the holiday increases by more than 10% you are then entitled to cancel your holiday and receive a full refund of all monies paid, except any insurance premium and amendment charges. We will communicate the options with you either through email or letter, with a reminder if necessary. If you exercise the right to cancel, we must receive written notice within 7 days of the date of the surcharge invoice. The currency exchange rate used in the holiday costings are based on rates 1.1 euros.

5. 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. Notification must be received in writing at our offices from the lead named person to confirm the amendment.. This must be accompanied by a payment of £20pp to cover our administrative costs, plus costs we incur in making the amendment. Alterations cannot be made within 10 weeks of departure 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 the paragraph below. Some arrangements cannot be changed without paying a cancellation charge of up to 100% of the ticket cost. You will remain responsible for ensuring payment before the balance due date. This is in addition to (and does not affect) the separate liability of the transferee to us.

6. 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 named person and is communicated to us in writing via our Head 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 receive your confirmation of cancellation, subject to office opening hours. You must also return any tickets or vouchers received. 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:

<u>Coach</u>	<u>Coach</u>	<u>Air</u>	<u>Air</u>
<u>Period before departure</u>	<u>Amount of cancellation</u>	<u>Period before departure</u>	<u>Amount of cancellation</u>
<u>within which</u>	<u>charges shown as %</u>	<u>within which</u>	<u>shown as %</u>
<u>written cancellation</u>	<u>of holiday price</u>	<u>written cancellation</u>	<u>of holiday price</u>
<u>received</u>		<u>received</u>	
More than 57 days	Deposit	More than 70 days	Deposit
56 to 36 days	30%	69 to 29 days	50%
35 to 15 days	50%	28 to departure day	100%
14 to departure day	100%		

You may cancel your holiday without paying any termination fee before the start of the holiday, in the event of unavoidable and extraordinary circumstances occurring at the place of destination or its immediate vicinity, for instance, if there are serious security problems at the destination which are likely to affect the package.

7. Alterations to your holiday by us

We hope that 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 minor changes. We reserve the right to do this at any time. We will let you know about any important changes as soon as possible, including the minimum number of passengers required on the trip. If after booking, and before departure, we make a major change to your holiday, you will have the option of withdrawing from the holiday without penalty or transferring to another holiday without any charge. In either case, we will pay you compensation, according to the scale set below. A major change includes the date of your departure or return by more than 12 hours, a change in resort or type of hotel. If we tell you about any of these changes after we have confirmed your holiday booking (other than force majeure), you may either:

- accept the new arrangements offered by us; or
- accept a replacement holiday of equivalent or similar standard and price (at the date of the change), or
- cancel your holiday and receive a full refund of all monies.

Either way, we will pay you compensation, using the table shown,

<u>Period before departure of significant</u>	<u>4 nights & over</u>	<u>Up to 3 nights</u>
<u>change notified to you</u>		
More than 42 days	nil	nil
42 to 29 days	£5	nil
28 to 8 days	£10	£5
7 to departure date	£15	£10

IMPORTANT NOTE Compensation will not be payable if the holiday is cancelled because the number of persons booked is less than the number required or for events beyond our control: war, threat of war, riots, civil disturbances, terrorist activity and its consequences, industrial disputes, natural and nuclear disasters, fire, epidemics, health risks, pandemics, unavoidable, unforeseeable technical problems with transport for reasons beyond our control or that of our suppliers; hurricanes, potential severe weather conditions and any other similar events. You are also advised to check with The Foreign and Commonwealth Office Advice Unit regularly at <https://www.gov.uk/browse/abroad/travel-abroad> prior to travel. All holidays operate if the minimum number of participants is met, however, in no case will we cancel your holiday less than 7 days before the scheduled departure date, except where you have failed to pay the final balance or because of force majeure (force majeure means an event which we or the suppliers of the services in question could not foresee or avoid and is therefore beyond our control).

Financial Security Statement

The combination of travel services offered to you is a package within the meaning of the Package Travel and Linked Travel Arrangements Regulations 2018. Therefore, you will benefit from all rights applying to packages; Dunwood Travel will be fully responsible for the proper performance of the package as a whole. Additionally, as required by law, Dunwood Travel have protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that they become insolvent. Dunwood Travel are members of the Bonded Coach Holiday Group, overseen by The Association of Bonded Travel Organisers Trust Limited. This is a government approved consumer protection scheme. This ensures that in relation to the coach package holidays described in this brochure (or website) that a Bond, which may be called upon in the unlikely event of the member's insolvency, protects the clients' monies. Clients are recommended to inspect the current membership certificate at our registered office or alternatively go to <https://www.abtot.com/bch-abtot-members-directory/> or telephone 020 7065 5316 to confirm current membership. Your attention is also drawn to the Bonded Coach Holiday Group Trading Charter that will apply to these coach package holidays. Details of the Package Travel and Linked Travel Arrangements Regulations 2018 can be found at [The Package Travel and Linked Travel Arrangements Regulations 2018](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/684443/The_Package_Travel_and_Linked_Travel_Arrangements_Regulations_2018.pdf) ([legislation.gov.uk](https://www.gov.uk))

8. Our responsibility to you

We accept responsibility for ensuring the holiday which you book with us is supplied as described in our publicity material and the services offered reach a reasonable standard and if you are in difficulty we will assist you. If any part of our holiday contract is not provided as promised, you may terminate the contract without paying a termination fee and we will pay you appropriate compensation if this has affected the enjoyment of your holiday. We will, however, not be liable if there are any unforeseeable or unavoidable actions of a third party not connected with our travel services, or there were unavoidable or extraordinary circumstances, or the lack of conformity due to a traveller in the party. 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). We accept responsibility for death, injury, or illness caused by the negligent acts and/or omissions of our employees together with our suppliers and sub-contractors, servants of the same whilst acting within the scope of, or during their employment in the provision of your holiday. We will accordingly pay to our clients such damages as might have been awarded in such circumstances under English Law. In respect of carriage by air, sea, tunnel and rail and the provision of accommodation our liability in all cases will be limited in the manner provided by the relevant international convention. 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. This clause does not apply to any separate contracts that you may enter for excursions or activities during or outside of your holiday. If you or any member of your party suffer death, illness or injury whilst overseas arising out of an activity which does NOT form part of your holiday, we may offer guidance and where legal action is contemplated and you want our assistance, you must obtain our written consent prior to any proceedings (We limit the cost of our assistance to you or your party to £5,000 per party)

9. If you have a complaint

If you have a problem during your holiday, please inform your Group Organiser, 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 complete a Holiday Report Form which can be obtained by your driver or local representative, which you should keep. Our contact number, for unresolved complaints is 01384 455655 (open in office hours with an answerphone facility outside of office hours. If you remain dissatisfied please follow this up within 14 days of your return home by writing to Dunwood Travel Limited giving your original booking reference number and all other relevant information. It is a condition of this contract that you communicate any problem to the supplier of the services in question and to Dunwood Travel whilst in resort and obtain a written report form. 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. Should you wish to pursue the complaint further, BCH ABTOT have an Alternative Dispute Resolution scheme and full details are available from them. Please contact them at ABTOT 69 Leadenhall Street London EC3A 2BG.

10. Our Coaches

We will always use our reasonable endeavours to provide a coach to the specification in our brochure but reserve the right to substitute an alternative vehicle should there be unforeseen circumstances. There is a seating plan but for operational reasons we may operate a coach with a different configuration. We reserve the right to alter a coach seating plan and allocate seats other than those booked. Single passengers may be required to share a double seat with other single passengers. If you require two seats these must be booked and paid for at the time of booking. If you fail to do this and it transpires that the seat allocated to you is insufficient for your needs and there is no alternative seating available, you will be refused access to the coach and any payments made will be liable to forfeiture. Specific seats will not be allocated on coaches operating a feeder service between joining points and main holiday departure points or on coaches that carry out transfers between airports, seaports etc.

11. 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.

12. Health and Safety

In some foreign countries, standards of infrastructure, safety and hygiene may be lower than those to which we are accustomed in the UK. You should therefore exercise greater care for your own protection. There may be countries that have special medical requirements for tourists. These regulations are subject to change and our clients are responsible for complying with entry and current health requirements. If you are not sure of the health requirements for the country you are visiting, you are advised to check with your own GP before travelling. You are also advised to refer to the Department of Health leaflet "Health Advice for Travellers". Some people may be at risk from discomfort or deep vein thrombosis (DVT) if they remain immobile on a journey for a long period. If you are planning to undertake a journey of more than three hours you should consult your doctor if you have ever had DVT, pulmonary embolism, a family history of clotting conditions, cancer or treatment for cancer, stroke, and heart or lung disease or major surgery in the past three months. We reserve the right to refuse any booking in the absence of a doctor's certificate confirming that you are fit to travel. Where we provide comfort stops you are encouraged to walk around. Exercise reduces any discomfort, which may be caused by periods of immobility. NO SMOKING is 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.

13. Travel documents, itineraries, pick-up points and passports

For all European holidays, you will require a full valid 10-year British Passport (machine readable). If you do not hold a full British Passport or have any doubts about your status as a resident British subject, you must check with the Embassies or Consulates of the Countries to be visited to confirm the Passport or visa requirements when you book. We cannot accept responsibility if passengers are not in possession of the correct travel documents. For full details on passport requirements, please contact 'the identity and passport service' on 0300 222 0000 <https://www.gov.uk/browse/abroad/passports> In relation to holidays in the European Union or a requirement to travel through an EU Member State, you are responsible to ensure that you have any necessary entry documents as required by the EU including any required compliance with the EU's 'ETIAS' system, for more information on which see www.etiasvisa.com . We cannot accept any liability for the consequences of your failure to do so. You are responsible for ensuring you are at the correct departure point, at the correct time and with the correct documents. Dunwood Travel Limited reserve the right to modify itineraries to conform with requests from competent authorities both within the UK and abroad. Excursions which are included in the cost of your booking are detailed in our brochure and refunds will not be made for excursions not taken. Optional excursions booked and paid for in resort do not form part of your booking. Admission fees may not be included in the price of the holiday, please check.

14. Special Requests

All special needs & requests should be advised as soon as known and will be included in the confirmation of the holiday. **These cannot be guaranteed** except where confirmed as part of our holiday commitment to you. We need to be made aware of any special medical or dietary needs as far in advance as possible. If you need assistance or may be unable to fully enjoy all aspects of your holiday you must tell us in advance so that we can ensure your needs are met. We must know if you need special facilities in the hotel, taking part in the excursions or have difficulty boarding and travelling on the coach or other means of transport. Before booking you should be sure that you and your party are both physically and mentally capable of completing the itinerary.

15. Passengers with disabilities

We want everyone to enjoy our travel arrangements. We are happy to advise and assist you in choosing a suitable holiday, some of the accommodation and resorts featured may not cater for even minor disabilities. It is important that when booking, you advise us of any disability, specific need or complex need you may have and any special requirements that will make sure the holiday is suitable. If a passenger requires personal assistance (eg. assistance with feeding, dressing, toileting, mobilising) this passenger must travel with an able-bodied carer and written confirmation that such assistance will be provided for the entirety of the holiday is required at the time of booking. Coach drivers/Tour Managers are unable to provide such assistance. You must tell us if you have an existing medical condition, disability or complex need that may affect your holiday or other group members' enjoyment of it before you book your holiday. All passengers must complete a special requirements form prior to travel if they have any medical or dietary needs. We reserve the right to request a doctor's certificate confirming the passenger is fit to travel. If, in our reasonable opinion, your chosen holiday is not suitable for your medical condition or disability, we reserve the right to refuse your booking. You are responsible for bringing with you the proper clothing and equipment.

16. Passenger Behaviour

We want all our customers to have a happy and carefree holiday. You are responsible for your behaviour and hygiene and the effect 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. The coach driver/representative, or authorised official is entitled to refuse you boarding if in their reasonable opinion you are unacceptably under the influence of drink or drugs or you are being violent or disruptive. If you are refused boarding on the outward journey, we will regard it as a cancellation by you and we will apply cancellation charges. We have the right to terminate our contract with you. We request that mobile telephones are not used on the coach.

17. Travel Insurance

We strongly advise that you take out personal travel insurance for the trip. We have arranged travel insurance with Wrightsure Insurance Services, which is outlined overleaf. The insurance should cover medical and repatriation costs, personal injury, loss of baggage and cancellation charges. If you do not have adequate insurance and require our assistance during your holiday, we reserve the right to reclaim from you any medical repatriation or other expenses which we may incur on your behalf which would otherwise have been met by insurers. You must advise us if you use an alternative insurer, the policy number and 24-hour contact number.

18. Luggage

Please restrict your luggage to a suitcase weighing no more than 15 kgs per person. We cannot accept responsibility for loss or damage to luggage unless through our negligence. Please do not leave valuable items in your suitcase when left on the coach. Mobility scooters are not allowed on our coaches. Mobility equipment is limited to space / weight & must be authorised by Dunwood prior to travel. Dunwood cannot accept responsibility for the non carriage of mobility equipment (due to non-authorisation or incorrect information advised) or damage caused during carriage.

20. General Data Protection Regulations

We comply with the GDPR 2018 Regulations, our data controller is the Operations Manager and our data protection policy can be obtained from Dunwood Travel Limited, Peartree Lane, Dudley, DY2 0DY.

21. Emergency Contact

Our emergency contact details are [Tel:01384 455655](tel:01384455655). Email: sales@dunwoodtravel.co.uk.

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