

# BOOKING CONDITIONS

## 1. YOUR HOLIDAY CONTRACT

Your holiday contract is with Alfa Travel Limited ("the Company"), a member of ABTA (ABTA number V2560). 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. The contract between you and the Company is defined by these Booking Conditions and the Confirmation Invoice, which is issued upon receipt by the Company of the deposit. A contract exists as soon as we issue our Confirmation Invoice. The contract is governed by English Law, and the jurisdiction of the English Courts.

## 2. HOLIDAY PRICE AND FINANCIAL PROTECTION

The prices shown in our brochures are accurate at the date of publication. We reserve the right to alter prices after publication. You will be advised of the current price of the holiday at the time of booking. Once your holiday has been confirmed, the price of the holiday as set out on the Confirmation Invoice is fully guaranteed and will not be subject to any surcharges unless there is a change in UK taxation directly applicable to the holiday (such as a change in VAT). In that circumstance, we reserve the right to modify the holiday cost solely to reflect the change in UK taxation.

The Package Travel Regulations 2018 require us to provide security for the monies that you pay for the package holidays booked from this brochure and for your repatriation in the event of our insolvency. We provide this security by way of an ABTA bond.

## 3. BOOKING THE HOLIDAY

### A. Bookings via Telephone or Travel Agent

(i) On receipt of your enquiry, we will reserve a holiday provisionally for 3 days (or 1 day if the booking is made within 6 weeks of the departure date). If you wish to confirm the booking you must pay a deposit of £40 per person (£150 per person for Air Holidays and £100 per person for River Cruise) plus your insurance premium within that 3 day period. Insurance premiums vary depending upon the destination and duration of your holiday as shown in the Holiday Insurance section.

(ii) A confirmation of your booking will be forwarded to you within 7 days of us receiving your deposit.

(iii) You must then pay the balance of monies due (without any further reminder from us) 42 days before departure (60 days prior to departure for Air Holidays and 84 days prior to departure for River Cruise).

### B. Bookings via the Internet

(i) It is not possible to make a provisional booking on the Internet; all Internet bookings are on a confirmed basis only.

(ii) Payment must be made using your credit or debit card. You can choose the option to have your balance payment taken automatically 42, 60 or 84 days prior to departure, as outlined in section 3

A (iii) by debiting the same card you used to pay the deposit. If you do not select this option you must then pay the balance of monies due (without any further reminder from us) at the specified time, outlined above, prior to departure.

(iii) You should print the final page of the Internet booking process as your confirmation, although a postal confirmation will also be sent to you (or emailed to you if you have given us your email address).

### C. All Bookings

(i) Holiday price includes coach travel, air travel (where applicable), accommodation, excursions and meals as specified in the holiday description. Some hotels make a small additional charge for tea or coffee taken after meals. Morning coffee, afternoon tea, personal items and liquid refreshments are not included in the price of the holiday. Your holiday itinerary is confirmation of what is included in your holiday package.

(ii) Travel Tickets will be forwarded approximately 10 days prior to departure. Since feeder routes are frequently re-timed, it is essential that you check the time shown on your travel ticket and do not rely on your initial Confirmation for your joining time.

(iii) There is no charge for using a debit or credit card.

## 4. INSURANCE

It is a condition of the acceptance of the booking by Alfa Travel Limited that you are insured through the Company's scheme or some equivalent travel policy or, if you wish to travel without insurance you will reimburse us for any expenditure we necessarily incur in providing you with assistance in the event that you get into difficulties. If you wish to insure through another company, **you must inform us of the insurer's name and emergency contact number by telephone or by emailing us at [req@alfatravel.co.uk](mailto:req@alfatravel.co.uk) quoting your Booking Reference.**

## 5. ROOM ALLOCATION AND SPECIAL REQUESTS

Every effort will be made to provide precisely the accommodation booked and to convey special requirements to the hotelier(s). However, the Company accepts no liability for any failure to provide a special request for which no payment is made and no correspondence will be entered into concerning the hotelier's failure to satisfy such requests. Where a payment is made for additional facilities, the Company's liability shall be limited to the brochure price of that supplement. Bookings for rooms with bath or shower shall be deemed to be fulfilled by the provision of either facility and requests for one or the other will be treated as requests only. Bookings for a double room shall be considered satisfied by the provision of either a double or twin bedded room. Bookings for a twin room shall be considered satisfied by the provision of a room with two or more beds.

## 6. DIETARY AND OTHER SPECIAL REQUIREMENTS

If you or any member of your party require a special diet you must raise this requirement at the time of booking or, if booking on the web site, indicate it in the Special Requests section on the booking screen. Clients with special dietary needs are also strongly urged to make direct contact with the hotel 7-14 days prior to arrival and to forward details of their requirements in writing to the hotel. If you or any member of your party is mobility impaired, have any medical circumstances or disabilities which may affect your holiday you must contact the Alfa Customer Relations Department on 01257 248134 so that we can ascertain if the hotel is able to satisfy your needs. The Company does not have any vehicles fitted with wheelchair lifts, so it is essential that all clients are able to manage the steps necessary to board a coach either unaided or with the assistance of members of their own party. Please note that due to weight restrictions on our coaches, we can not accommodate scooters, either on the outbound or inbound journey. Passengers can however, hire scooters during their stay and they are able to take these on the excursions, so long as the heaviest piece weighs no more than 15kg and the scooter has a brake which can be applied when the coach is moving. Please note that the passenger will be responsible for the scooter and drivers cannot be held responsible for loading/unloading. Should you wish to hire a scooter, please do not hesitate to contact our customer relations team on 01257 248134 and they will be happy to check if the hotel can accommodate scooters and to provide you with hire details for companies local to the hotel.

## 7. ALTERATION OF FARES, TRANSPORTATION, SERVICES ETC.

A. The Company is responsible for all the elements of the holiday package and shall make every effort to ensure that all services are of the quality described in the brochure and tours are operated in accordance with the details contained therein, but reserves the right to modify arrangements in the light of circumstances arising provided that:

(i) It shall make every effort to inform clients of any change in hotel or itinerary. Please note: Changes to single overnight stops on Continental and Scottish tours will only be notified with travel documents.

(ii) Where a change in hotel or itinerary is necessary the change shall not result in a deterioration in the services provided or, if it is impossible to provide an arrangement of at least equal quality, the Company shall make this fact clear and make an adjustment to the cost of the holiday.

## ALL BOOKINGS ARE ACCEPTED ON THE FOLLOWING CONDITIONS

B. 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. 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 in an identical manner to:

(i) The contractual terms of the companies that provide the transportation for your travel arrangements, whose terms are incorporated into this contract; and

(ii) 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.

## 8. CANCELLATION BY THE COMPANY

The Company reserves the right to cancel departures if the number of clients wishing to travel is less than 25 persons. The Company shall not normally cancel a holiday after payment of the balance becomes due (42, 60 or 84 days before departure). If for any reason it is found necessary to do so, the Company will provide an equivalent tour at a discount of 10% from the published price. If this alternative is not acceptable, the Company will refund all monies paid, whereupon all liability on the part of the Company shall cease.

## 9. CANCELLATION BY THE PASSENGER.

The following scale of cancellation charges shall apply to cancellation by the passenger:

| Period before departure in which cancellation is received | Percentage of holiday cost payable as cancellation charges |                      |                       |
|---|--|----------------------|-----------------------|
|   | Coach Holidays   | Air Holidays         | River Cruise Holidays |
| Holidays by:  |  |                      |                       |
| More than 84 days   | Deposit is forfeited                                       | Deposit is forfeited | Deposit is forfeited  |
| More than 42 days   | Deposit is forfeited                                       | Deposit is forfeited | 100%                  |
| 29 - 42 days  | 30%  | 60%                  | 100%                  |
| 15 - 28 days  | 45%  | 90%                  | 100%                  |
| 8 - 14 days   | 60%  | 100%                 | 100%                  |
| 0 - 7 days  | 100%   | 100%                 | 100%                  |

## 10. BAGGAGE

Baggage, which shall include all personal belongings of the client, is conveyed at owner's risk throughout and the Company's liability shall be limited to taking reasonable care in the handling of such items by its servants or agents. Each passenger is allowed one suitcase measuring no more than 26in x 8in x 15in and **weighing no more than 33lb (15kg)**. In the interests of the health and safety of employees and agents, we ask clients to strictly observe this weight limitation on individual suitcases and **clients will be refused portage facilities for suitcases which exceed the weight limit.**

## 11. LATE ARRIVAL BY PASSENGER AND PASSENGERS IN DIFFICULTIES

Should a passenger arrive late at any stop en-route in accordance with an itinerary notified to clients, either verbally or in writing, the Company will not accept responsibility to delay the relevant departure and passenger who misses a vehicle shall have no claim against the Company. However, the Company will make every effort to assist passengers who get into difficulty through circumstances beyond their control providing the passenger requests such assistance from the Company by telephoning its emergency number: **01257 248002**.

## 12. SMOKING

Smoking is prohibited by law on all coaches and in the public areas of all hotels throughout the UK. Most hotels, including all Leisureplex Hotels, also prohibit smoking in hotel bedrooms and treat electronic cigarettes as though they were cigarettes made from tobacco and therefore prohibit their use inside the hotel. Failure to follow smoking prohibitions will be considered unreasonable behaviour.

## 13. UNREASONABLE BEHAVIOUR

Should a client behave in an abusive or disruptive manner, the company reserves the right, after due consideration and warning, to terminate the contract between us. In such circumstances the client will have no further redress against the company in respect of any lost part of the holiday or additional expenses incurred.

## 14. INFECTIOUS AND CONTAGIOUS DISEASES

If a client develops an infectious or contagious disease and in the reasonable opinion of the company their presence on the coach represents a serious risk of infection to other clients, the Company reserves the right to refuse to convey them on its vehicles. In such circumstances, the Company will make every effort to assist with alternative means of returning the client to their point of origin but responsibility for the costs incurred in such alternative transport will be the client's. If the client has taken the insurance policy offered by the Company, the Company will ensure all necessary arrangements are made. If the client has insurance through another insurer, it is the client's responsibility to make contact with their insurer but the Company will make every effort to assist them if such assistance is requested by contacting the Company's emergency number: **01257 248002**.

## 15. ANIMALS

Animals (other than registered assistance dogs) are not allowed on tour. Clients with registered assistance dogs must advise the Company at the time of booking and provide the dog's registration number or a letter from the Charity who provided the dog, which confirms their assistance dog status.

## 16. OPTIONAL EXCURSIONS

Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of the package holiday provided by us. Your contract for excursions booked in resort is with the operator of the excursion and not with us and we cannot accept responsibility for any monies paid for such excursions whether or not those monies are paid to your driver or courier. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

## 17. HOTEL AMENITIES

Some facilities (e.g. lifts) are not always available due to sudden breakdowns or the need to service them. Other facilities (e.g. outdoor swimming pools) are only available when weather permits. The nature and frequency of entertainment is also subject to demand and is at the discretion of the hotel.

## 18. SEATING PLANS

Everything is done to conform to the seating plan shown in the brochure, but the Company reserves the right to modify these as necessary and **the Company cannot accept bookings contingent upon provision of specific seats**. In the event that the vehicle has seats numbered differently from the brochure seating plan, the row number and position (offside/hearside) and not the seat number shall be the determining factors in deciding where passengers shall sit.

## 19. TRANSFERS

### A. Coach and Self Drive Holidays

(a) The Company will permit clients to transfer their booking to other tours or other dates more than 42 days prior to departure without forfeiture of deposit providing the client pays an administration fee of £10 per booking.



(b) The Company will permit assignment of the holiday to another client or clients subject to the following charges:

(i) more than 42 days prior to departure: £20 per booking

(ii) less than 42 days but more than 14 days prior to departure: £40 per booking.

It is not possible to transfer the booking to another client 14 days or less prior to departure without incurring the cancellation charges listed at 9 above.

B. River Cruises and Air Holidays

It is not possible to transfer a booking for a river cruise or air holiday to a coach holiday nor to transfer to another river cruise or air holiday and clients who might wish to transfer must therefore either cancel or proceed with the holiday.

## 20. DATA PROTECTION

When you book a holiday with us, you give us your contact details which we require for the proper performance of our contract with you. We also use this information to provide you with new editions of our brochure and special offers as these become available. We keep your details on file for 10 years and we do not send marketing material to you more than 10 years after your last holiday or brochure request. You can ask us to stop sending marketing material at any time by writing to us or sending an e-mail to [sales@alfatravel.co.uk](mailto:sales@alfatravel.co.uk) or telephoning our Customer Relations Department on 01257 248008. On receipt of such a request we will immediately discontinue sending you further publicity material.

Under the Data Protection Act and General Data Protection Regulation, you have a right to access the personal data we hold on you. You must make any request for access in writing and we have up to 30 days to respond. We may not respond if in doing so we would be forced to disclose to you information concerning another individual. Our mailing list is entirely confidential to Alfa Travel Limited, Alfa Coaches Limited and Leisureplex Hotels Limited and we do not make it available to any other Company.

Any personal information you provide to us regarding your state of health is stored only for the purpose of the specific booking for which you divulge the information. It is made available to hoteliers and transportation providers only in so far as is absolutely necessary to enable them to accommodate your needs. This information is not stored for use in future bookings and must be disclosed to us each time you make a booking.

## 21. PASSPORTS AND VISAS

It is the client's responsibility to ensure they are in possession of the correct travel documents. Those who do not have UK passports need to check carefully whether they need a Visa if travelling on one of our holidays outside the UK. We recommend that they start by checking the UK Foreign and Commonwealth Office web site at [www.fco.gov.uk](http://www.fco.gov.uk) or telephoning them on 020 7008 1500. UK Citizens do not need a Visa for any of our holidays, but they do need a passport for travel to mainland Europe and we recommend the use of a passport when travelling to the Irish Republic.

## 22. FOREIGN OFFICE TRAVEL ADVICE

When travelling outside the UK, we recommend that you consult the Foreign Office Travel Advice website for the latest information about the country you are visiting. The address is <https://www.gov.uk/foreign-travel-advice>. The advice can change so please check regularly for updates.

## 23. DELAYED DEPARTURE AND WELFARE ASSISTANCE

If for any reason your departure from the UK is delayed we will make alternative arrangements for you to continue with your holiday as soon as possible. Where necessary, if your departure from the UK is delayed by more than 6 hours, we will make arrangements for replacement meals and alternative accommodation, if the delay results in the scheduled meals and accommodation being cancelled.

## 24. TRAVELLING BY AIR TO JERSEY

For holidays by air to Jersey, Alfa Travel acts as retail agent for Destination Specialists, ATOL number 9503. An ATOL certificate will be despatched to you along with the holiday confirmation.

## 25. COMPLAINTS AND DISPUTES

As an ABTA member, we are obliged to maintain a high standard of service to you. But if something does go wrong, you should raise your complaint with the relevant person as soon as the problem arises. The relevant person is the hotel manager for complaints about hotel services and the tour driver for complaints about travel arrangements.

In the event that it is found impossible to rectify a problem arising during the holiday, we can normally agree an amicable settlement between us after you have returned from holiday, providing you write to us within 28 days of the completion of the holiday. If it is impossible to resolve a dispute, we will provide you with information on an arbitration scheme arranged by ABTA and approved by the Chartered Trading Standards Institute. The scheme has a claims limit of £5,000 per person (£1,500 per person for minor injury or illness) and £25,000 per Booking but cannot deal with major injuries. There is a time limit of 18 months following the date of return from holiday. Full details can be obtained by contacting us at [care@alfatravel.co.uk](mailto:care@alfatravel.co.uk) or direct from the ABTA website [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 registering your complaint with us; it will not determine how your complaint should be resolved.

## 26. FORCE MAJEURE

Except where otherwise expressly stated in these booking conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by any event which we or the supplier of the service in question could not, even with all due care, foresee or avoid. These events can include, but are not limited to war, threat of such activity, riot, the act of any government or other national or local authority including port or river authorities, industrial dispute, lock closure, natural or nuclear disaster, fire, chemical or biological disaster and adverse weather, sea and river conditions and all similar events outside our control or the control of the supplier concerned. Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure.

Published August 2018.

