

# 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 linked to 'interchange' points. 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 final travel documents for precise departure and return times. Some holidays and feeder journeys are operated by vehicles other than those owned by Shearings Holidays and the specification might be different 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. On rail holidays you must make your own way to London St Pancras.

## 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 use your independently booked service). Flight 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 seats?

Yes. Requests for particular coach seats can be made on most coach holidays at the time of booking. Overnight Express holidays and extra week options to Spain and Italy have a limited number of seats that may be booked in advance for a supplement. An additional charge will also be made on Vantage seats on our British and European holidays. However, we regret we are unable to accept bookings of children under 13 years old on our front/vantage seats. Seats cannot be reserved in advance for holidays involving travel by TGV train or Worldwide holidays. 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 customers, however, this may not always be possible. We do not allocate specific seats on coaches which 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 of our Trading Charter.

## 4. 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 Shearings Holidays 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 (max. weight 20kg/44lb). We reserve the right to refuse to carry suitcases which exceed the weight limit, and to ask you to remove any excess weight. However, a small holdall may also be taken on board the coach. Please note: any medication should be carried in your hand luggage.

You MUST affix to your luggage the Shearings Holidays luggage label provided with your travel documents to enable us to properly operate our luggage handling service.

Please note we do not offer luggage handling facilities or portage at hotels on holidays of 4 days duration or less; when transferring luggage at airports; on overnight express holidays to Spain and on all holidays involving rail travel (including Eurostar) unless otherwise stated. Please also see section 14 point 3 of the Trading Charter.

For any air holiday your luggage allowance will be confirmed on your documents.

## 5. 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.

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 twin-bedded room may have a single king size 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 rooms when available 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 single overnight hotel stops.

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 double beds.

## 6. Will I need a passport or visa?

You should ensure that you allow sufficient time (currently 8 weeks from posting a correctly completed application form) to apply for a passport.

### (a) UK citizens

UK citizens travelling on holiday abroad must have a passport, valid for at least six months after the date of return, before they leave the UK. At time of printing, visas are not required by holders of British passports to any of the destination countries offered except Russia, Belarus, China, Australia, USA and Egypt. For Russia and China a tourist visa is required and must be obtained prior to travel (Visa and handling fee approx £95). Egypt – Tourist visa is payable on arrival. New Zealand – Not currently required for visits of less than 6 months. Australia – Electronic Travel Authority System (ETAS) is an electronic visa, which must be obtained prior to travel. An ETA is equivalent to a visa but there is no stamp or label in your passport. Applications for ETA's can be processed by Shearings at no additional cost. An ETA allows you to travel to Australia for short term tourist entry for up to 3 months. USA – Effective from 12 January 2009, the US Department of Homeland Security will require all visitors to a US airport, a cruise ship in US waters, or a coach entering the USA, to receive a formal travel authorisation at least 72 hours prior to their departure. Please ensure you apply via the website [esta.cbp.dhs.gov/esta](http://esta.cbp.dhs.gov/esta) otherwise you will not be able to board a flight, coach or ship to the USA.

**Please note:** A US Travel Authorisation or Visa is required for all clients cruising Alaska/Canada, or stopping in the US either for an extended stay, or transiting via a US city for onward travel – ie flights transferring in any US city. Please go to the above website for more information. Passports are required for all Cruise Holidays for security reasons, regardless of the itinerary. The ship's purser on board deals with all immigration formalities. Special conditions apply to ports of call on some of our cruises – please call for further

information. If your holiday requires a visa, before you travel we will send you a visa kit from 'CIBT', an independent company who specialise in organising the relevant visas for your holiday. This kit will advise you of exactly what to do to obtain the correct documentation for your journey.

### (b) Non-EU citizens

Holders of non-EU passports may well be subject to varying 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.

## 7. What medical arrangements should I make?

### (a) EHIC card

On all holidays to Member States of the EU it is advisable to carry with you a completed EHIC 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 special health requirements, such as inoculations, for any of the European countries featured for UK citizens. However, when travelling outside of the EU it 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.

## 8. What if I have special needs?

Our holidays are generally suitable for persons with reduced mobility but if you will need assistance or special facilities in the hotel, or may have difficulties in taking part in excursions or boarding and travelling on the coach or other means of transport, please let us know at the time of booking as not 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 Guest Services Team, Shearings Holidays, Waterside House, Waterside Drive, Wigan Pier Business Park, Wigan, WN3 5AZ. Passengers who require one-to-one assistance must be accompanied by an able bodied person, as our tour managers are unable to offer assistance of a personal nature, which may be required. Please also see clauses 11 and 12 of our booking conditions.

## 9. Hotel Facilities

All the amenities described in advertising material will normally be available for the enjoyment of our customers, but some amenities (lifts, swimming pools and so on) may occasionally require servicing or cleaning and therefore we cannot guarantee that they will always be available. Some resort services may be affected by weather conditions or out of season reductions or cancellations. Unless otherwise indicated in the brochure, certain amenities (such as sun loungers, sporting activities and entrance to discos or nightclubs) may incur an additional charge. Entertainment provided by hotels is frequently subject to demand and the type or frequency may be varied if there is a lack of demand or insufficient numbers staying at the hotel. In many hotels you may be asked to share a table in the restaurant with other guests. If a hotel has lifts, these are described as serving some, most or all floors or rooms. Many hotel buildings are historical rather than purpose built and, therefore, there may also be some steps on a floor served by a lift, which lead to or from public rooms.

# 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, together with any other written or verbal information we brought to your attention before we confirmed your booking, form the basis of your contract with Shearings Holidays Ltd ("we", "us" or "our"). Please read them carefully as they set out our respective rights and obligations. In these Booking Conditions references to "you" and "your" include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

By making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that:-

(a) He/she has read these terms and conditions and has the authority to and does agree to be bound by them;

(b) He/she consents to our use of personal data in accordance with our privacy policy and is authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable special categories of data (such as information on health conditions or disabilities and dietary requirements);

(c) He/she is over 18 years of age and resident in the United Kingdom and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services.

(d) He/she accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

Regulation 5(2)(b): Information to be provided to the traveller before the package travel contract is concluded, where the use of hyperlinks is not possible

### PART 1: General

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 EU rights applying to the packages. We, Shearings Holidays Limited, will be fully responsible for the proper performance of the package as a whole. Additionally, as required by law, we have protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that it becomes/they become insolvent.

### PART 2: Key rights under the Package Travel and Linked Travel Arrangements Regulations 2018

• Travellers will receive all essential information about the package before concluding the package travel contract.

- There is always at least one trader who is liable for the proper performance of all the travel services included in the contract.
- Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the travel agent.
- Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.
- The price of the package may only be increased if specific costs rise (for instance fuel prices), and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8% of the price of the package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.
- Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, has

changed significantly. If before the start of the package the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.

- Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.
- Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.
- If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.
- Travellers are also entitled to a price reduction or compensation for damages or both where the travel services are not performed or are improperly performed.
- The organiser has to provide assistance if the traveller is in difficulty.
- If the organiser or the retailer becomes insolvent, payments will be refunded. If the organiser becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is secured. Shearings Holidays Limited has taken out insolvency protection for flight-inclusive holidays by way of its ATOL issued by the CAA, under ATOL number: 1666, and for non-flight packages via the Bonded Coach Holiday Scheme of the Confederation of Passenger Transport UK. Please see clause 18 of our Booking Conditions for further information.

Travellers may contact these entities if services are denied because of our insolvency.

**PART 3: The Package Travel and Linked Travel Arrangements Regulations 2018 can be found here:**

<https://www.legislation.gov.uk/uksi/2018/634/contents/made>

**1. Booking and Paying For Your Holiday**

A booking is made with us when a) you tell us that you would like to accept our written or verbal quotation; and b) you pay us a deposit as detailed in the table below (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 time of booking); and c) we issue you (or if you booked via an authorised agent of ours, that agent) with a booking confirmation. If your confirmed arrangements include a licenced flight, we (or if you booked via an authorised agent of ours, that agent) will also issue you with an ATOL Certificate. We reserve the right to return your deposit and decline to issue a confirmation at our absolute discretion.

Holiday Type & Duration	Deposit	Balance due date
<b>UK &amp; Europe Holidays (Coach)</b>		
UK Holidays 2-5 days	£65	8 weeks
UK Holidays 6 days & over	£85	10 weeks
All European Holidays	£100	10 weeks
<b>River Cruises</b>		
All Holidays	£200	10 weeks
<b>Air Inclusive Holidays</b>		
UK & Europe Air Inclusive	£200	10 weeks
Worldwide	£200	13 weeks
<b>Hotel Breaks by Car</b>		
All durations	£45	6 weeks

A binding contract will come into existence between you and us as soon as we have issued you with the booking confirmation.

On some holidays we may charge a slightly higher deposit to cover any costs that we have to pay immediately to secure your booking with our suppliers. Deposit and balance payments made by credit card may be subject to a handling charge. Special events deposit levels will be advised at time of booking. Upon receipt, if you believe that any details on the confirmation, ATOL certificate (or any other document) are wrong you must advise us immediately as changes can not be made later and it may harm your rights if we are not notified of any inaccuracies in any document within ten days of our sending it out (five days for tickets). The balance of the cost of your arrangements (including any applicable surcharge) is due not less than the date detailed as applicable in the table above. If we do not receive this balance in full and on time, we reserve the right to treat your booking as cancelled by you in which case the cancellation charges set out in clause 7 below will become payable. Any money paid to an authorised agent of ours in respect of a booking covered by our ATOL is held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust at all times, but subject to the agent's obligation to pay it to us for so long as we do not fail financially. If we do fail financially, any money held at that time by the agent or subsequently accepted from the consumer by the agent, is and continues to be held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us.

**2. Accuracy**

We endeavour to ensure that all the information and prices both on our website and in our brochures are accurate, however occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the arrangements that you wish to book before your booking is confirmed.

**3. Insurance**

Adequate travel insurance is a condition of your contract with us. You must be satisfied that your insurance fully covers all your personal requirements including cancellation charges, luggage cover, medical expenses and repatriation in the event of accident or illness. Details of a policy suitable to cover the arrangements you book are available in this brochure and on our website at [www.shearings.com](http://www.shearings.com). If you choose to travel without adequate insurance cover, you must sign our insurance indemnity form and we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

**4. Pricing**

We reserve the right to amend the advertised price of unsold holidays at any time and correct errors in the prices of confirmed holidays. We also reserve the right to increase the price of confirmed holidays solely to allow for increases which are a direct consequence of changes in:

- (i) the price of the carriage of passengers resulting from the cost of fuel or other power sources;
- (ii) the level of taxes or fees chargeable for services applicable to the holiday imposed by third parties not directly involved in the performance of the holiday, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; and
- (iii) the exchange rates relevant to the package.

Such variations could include but are not limited to airline cost changes which are part of our contracts with airlines (and their agents), cruise ship operators and any other transport providers.. We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges 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 8% 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 7 days from the issue date printed on your final invoice. There will be no change made to the price of your confirmed holiday within 20 days of your departure nor will refunds be paid during this period. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy. Should the price of your holiday go down due to the changes mentioned above, by more than 2% of your confirmed holiday cost, then any refund due will be paid to you less an administrative fee of £10. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

**5. Jurisdiction and applicable law**

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

**6. Changes by you & Transfer of Booking**

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 changes will be subject to payment of an administration fee as well as any applicable rate changes or extra costs incurred as well as any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. You should be aware that these costs could increase the closer to the departure date that changes are made. Where we are unable to 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 prevented from travelling it 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 any alteration could incur a cancellation charge of up to 100% of that part of the arrangements.

**Transfer of Booking:**

If you or any member of your party is prevented from travelling, that person(s) may transfer their place to someone else, subject to the following conditions:

- (a) that person is introduced by you and satisfies all the conditions applicable to the holiday;
- (b) we are notified not less than 7 days before departure;
- (c) you pay any outstanding balance payment, an amendment fee of £50 per person transferring, as well as any additional fees, charges or other costs arising from the transfer; and
- (d) the transferee agrees to these booking conditions and all other terms of the contract between us.

You and the transferee remain jointly and severally liable for payment of all sums. If you are unable to find a replacement, cancellation charges as set out in clause 8 will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

**7. Cutting your holiday short**

If you are forced to return home early, we cannot refund the cost of any services you have not used. If you cut short your holiday and return home early in circumstances where you have no reasonable cause for complaint about the standard of accommodation and services provided, we will not offer you any refund for that part of your holiday not completed, or be liable for any associated

costs you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.

**8. If you cancel before departure**

If you or any other member of your party decides to cancel your confirmed booking you must notify us in writing. Your notice of cancellation will only take effect when it is received in writing by us at our offices and will be effective from the date on which we receive it. We recommend that you use recorded delivery. Since we incur costs in cancelling your arrangements, you will have to pay the applicable 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):

**Note:** Certain arrangements may not be amended after they have been confirmed and any alteration or cancellation could incur a cancellation charge of up to 100% of that part of the arrangements in addition to the charge above. If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges. We will deduct the cancellation charge(s) from any monies you have already paid to us.

**Cancellation by You due to Unavoidable & Extraordinary Circumstances:**

You have the right to cancel your confirmed holiday before departure without paying a cancellation charge in the event of "unavoidable and extraordinary circumstances" occurring at your holiday destination or its immediate vicinity and significantly affecting the performance of the holiday or significantly affecting the transport arrangements to the destination. In these circumstances, we shall provide you with a full refund of the monies you have paid but we will not be liable to pay you any additional compensation. Please note that your right to cancel in these circumstances will only apply where the Foreign and Commonwealth Office advises against travel to your destination or its immediate vicinity. For the purposes of this clause, "unavoidable and extraordinary circumstances" means warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination.

This clause outlines the rights you have if you wish to cancel your booking. Please note that there is no automatic statutory right of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (Directive 2011/83/EU).

UK, IRELAND & EUROPE		
Period before departures within which written cancellation is received	Less than 5 days duration excl. New Year, Easter and air holidays	Holidays of 5 days or longer, all air holidays and 4 days New Year & Easter holidays
More than 56 days	Deposit	Deposit
56 to 49 days	Deposit	30% of total cost or deposit if greater
48 to 29 days	30% of total cost or deposit if greater	50% of total cost or deposit if greater
28 to 22 days	50% of total cost or deposit if greater	50% of total cost or deposit if greater
21 to 8 days	70% of total cost or deposit if greater	70% of total cost or deposit if greater
7 to 0 days	Total holiday cost	Total holiday cost

RIVER CRUISE	
Period before departures within which written cancellation is received	Cancellation Charges
More than 70 days	Deposit
70 to 49 days	30% of total cost or deposit if greater
48 to 22 days	50% of total cost or deposit if greater
21 to 15 days	75% of total cost or deposit if greater
14 to 8 days	90% of total cost or deposit if greater
7 to 0 days	Total holiday cost

CRUISE	
Period before departures within which the company receives notice	Cancellation Charge per paying customer
More than 90 days before departure	Loss of deposit
71 to 89 days before departure	30% of total price
50 to 70 days before departure	50% of total price
29 to 49 days before departure	75% of total price
28 days or less	100% of total price

WORLDWIDE HOLIDAYS			
Deposit	Balance	Period before departures within which written cancellation is received	Cancellation charges
£200	60 days	More than 60 days	Deposit
		60 to 29 days	50% of total cost
		28 to 15 days	60% of total cost
		14 to 8 days	75% of total cost
		7 to 0 days	Total holiday cost

  

HOTEL BREAKS	
Period before holiday arrival within which written notice of cancellation is received	Amount you must pay
More than 29 days	Deposit
28 to 22 days before departure	50% of total cost or deposit if greater
21 to 8 days before departure	70% of total cost or deposit if greater
7 to 0 days	Total cost of holiday

## 9. If we change or cancel

As we plan your holiday arrangements many months in advance we may occasionally have to make changes or cancel your booking and we reserve the right to do so at any time.

Changes: If we make a minor change to your holiday, we will inform you or your travel agent as soon as reasonably possible if there is time before your departure but we will have no liability to you. Examples of minor changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same or higher standard, changes of carriers. Please note that carriers such as airlines used in the brochure may be subject to change.

Occasionally we may have to make a significant change to your confirmations. Examples of "significant changes" include the following, when made before departure:

- A change of accommodation area for the whole or a significant part of your time away.
- A change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away.
- A change of outward departure time or overall length of your arrangements by more than 12 hours.
- A change of UK departure airport, except between: The London airports: Gatwick, Heathrow, Luton, Stansted, London City and Southend
- The South Coast airports: Southampton, Bournemouth and Exeter
- The South Western airports: Cardiff and Bristol
- The Midlands airports: Birmingham, East Midlands and Doncaster Sheffield
- The Northern airports: Liverpool, Manchester and Leeds Bradford
- The North Eastern airports: Newcastle and Teesside
- The Scottish airports: Edinburgh, Glasgow, Prestwick and Aberdeen
- A significant change to your itinerary, missing out one or more destination entirely.

If we have to make a significant change or cancel, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of:

- (for significant changes) accepting the changed arrangements;
- canceling your booking and having a refund of all monies paid; or
- accepting an offer of alternative travel arrangements of a comparable or higher standard from us, if available (at no extra cost)
- if available, accepting an offer of alternative arrangements of a lower standard, with a refund of the price difference between the original arrangements and the alternative arrangements.

You must notify us of your choice within 7 days of our offer. If we do not hear from you within 7 days, we will contact you again to request notification of your choice. If you fail to respond again we will assume that you have chosen to accept the change or alternative booking arrangements.

Insurance: If we cancel or make a major change and you accept a refund, we will provide a full refund of your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse your policy.

**Please Note: for all of the holidays that we offer, we require a minimum number of 30 travellers to have booked on to each holiday, in order for us to be able to operate it.** Where we do not receive this number of bookings in respect of your chosen holiday, we may unfortunately be unable to go ahead with providing that holiday and may be required to cancel your booking as a result. As a result, if we do not receive this number of bookings for a particular holiday, by the applicable deadline for us to have achieved minimum numbers (as set out below), we reserve the right to terminate your booking and provide you with a full refund of all payments you have made to us at this point:

Duration of Holiday	Deadline by which we will notify you of our need to terminate
More than 6 days	20 days before the start of the package
6 days or less	7 days before the start of the package

Please note that in such circumstances, we will not be liable to pay you any additional compensation.

## Compensation

Where you choose to cancel your booking, in addition to a full refund of all monies paid by you, we will pay you compensation as detailed below, in the following circumstances:

- If, where we make a significant change, you do not accept the changed arrangements and cancel your booking;
- If we cancel your booking and no alternative arrangements are available. The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

Holiday Duration		
Period before departure in which a significant change is notified to you or your travel agent	2-4 days	5 days & longer
More than 56 days	Nil	Nil
29 to 56 days	Nil	£10
15 to 28 days	Nil	£15
8 to 14 days	£15	£20
0 to 7 days	£20	£25

**IMPORTANT NOTE:** We will not pay you compensation in the following circumstances:

- where we make a minor change;
- where we make a significant change or cancel your arrangements more than 56 days before departure;
- where we make a significant change and you accept those changed arrangements or you accept an offer of alternative travel arrangements;
- where we have to cancel your arrangements as a result of your failure to make full payment on time;
- where the change or cancellation by us arises out of alterations to the confirmed booking requested by you;
- where we are forced to cancel or change your arrangements due to Force Majeure (see clause 10);
- if we cancel your travel arrangements because the minimum number of participants to run the arrangements has not been reached.

If we become unable to provide a significant proportion of the services that you have booked with us after you have departed, we will, if possible, make alternative arrangements for you at no extra charge and, where those alternative arrangements are of a lower standard, provide you with an appropriate price reduction.

## 10. 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 "Force Majeure". For the purposes of these Booking Conditions, Force Majeure means any event beyond our or our supplier's control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute, labour strikes, lock closure, exceptionally high or low water levels, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside our or the supplier's control.

Brexit Implications: please note that certain travel arrangements may be affected as a result of the United Kingdom's decision to leave the European Union. This could include an unavailability of certain flight routes, access to certain ports and airports and changes to the visa requirements of British citizens travelling to, within or through the EU. Please rest assured that this is something we will continue to monitor and will advise our customers as soon as possible if we become aware of any confirmed bookings that will be affected. However, since this is something which is completely unprecedented and outside our control, we would treat any such changes as Force Majeure, and whilst we will endeavour to provide suitable alternative arrangements or refunds where possible, we will not be liable to pay you any compensation.

Special conditions for river cruises: if a Force Majeure Event occurs, we reserve the right to change the itinerary of the river cruise where the captain of the ship determines that it is advisable or necessary to do so. Such events also mean that we may substitute another vessel for some or all of the trip. The captain of the ships always have the right at their absolute discretion to vary any planned routing without prior notice or consultation if they deem it necessary to do so in the interests of safety. As these events are beyond our control, we will not be responsible for any loss, damage, expense, cost or inconvenience caused by such changes.

## 11. Special Requests

Any special requests must be advised to us at the time of booking e.g. diet, room location, a particular facility at a hotel etc. If your special request relates to a special diet, please send us a copy of the diet. We will contact the hotel(s) affected but please note that some hotels may make an extra charge payable locally or may not have facilities to cope with special diets and we cannot be held liable for their failure to do so unless we have specifically confirmed to you that a special diet will be catered for. Where we think that a hotel is unlikely to be able to cope with a special diet we will tell you prior to issuing a booking confirmation. You should then confirm your requests in writing. Whilst every effort will be made by us to try and arrange your reasonable special requests, we cannot guarantee that they will be fulfilled. The fact that a special request has been noted on your confirmation invoice or any other documentation 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 on our part unless the request has been specifically confirmed. We do not accept bookings that are conditional upon any special request being met. Please refer to section 10 of our Important Holiday Information, "What if I have special needs?" for more information on our Special Help Line.

## 12. Disabilities and Medical Problems

We are not a specialist disabled holiday company, but we will do our utmost to cater for any special requirements you may have. If you or any member of your party has any medical problem or disability which may affect your stay, please provide us with full details before we confirm your booking so that we can try to advise you as to the suitability of your chosen arrangements. We may require you to produce a doctor's certificate certifying that you are fit to participate in the tour. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking. If you failed to give us full details at the time of booking, we must reserve the right, as appropriate, to either levy additional charges for urgent use of our special helpdesk service or cancel your booking and impose applicable cancellation charges from the point at which we were made aware of these details.

## 13. 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, write to: The Customer Care Manager, Shearings Holidays, Waterside House, Waterside Drive, Wigan Pier Business Park, Wigan, WN3 5AZ within 28 days of the end of your stay, giving your holiday reference number, holiday code, departure date, and all other relevant information.

Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. Failure 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.

Please note that we offer an Alternative Dispute Resolution service through our ABTA membership. Please see clause Error! Reference source not found. for further details. You can also access the European Commission Online Dispute Resolution (ODR) platform at <http://ec.europa.eu/consumers/odr/>.

## 14. Your behaviour

All guests staying with us are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of other guests. If in our opinion or in the opinion of any hotel manager or any other person in authority, your behaviour or that of any member of your party is causing or is likely to cause distress, danger 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 booking arrangements with us immediately. 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 service immediately. We will have no further obligations to you and/or your party. No refunds for lost accommodation or any other service will be made and we will not pay any expenses or costs incurred as a result of termination. You and/or your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to the hotel manager or other supplier prior to departure from the hotel. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you. We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking arrangements or with us.

## 15. Our Responsibilities

1. We will accept responsibility for the arrangements we agree to provide or arrange for you as an "organiser" under the Package Travel and Linked Travel Regulations 2018, as set out below and as such, we are responsible for the proper provision of all travel services included in your package, as set out in your confirmation invoice. Subject to these booking conditions, if we or our suppliers negligently perform or arrange those services, and we don't remedy or resolve your complaint within a reasonable period of time, and this has affected the enjoyment of your package holiday you may be entitled to an appropriate price reduction or compensation or both.

**You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package.** The level of any such price reduction or compensation will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your holiday. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.

2. We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:

- the act(s) and/or omission(s) of the person(s) affected;
  - the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unavoidable and extraordinary; or Force Majeure (as defined in clause 10).
3. We limit the amount of compensation we may have to pay you if we are found liable under this clause:

(a) loss of and/or damage to any luggage or personal possessions and money. The maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are required to have adequate insurance in place to cover any losses of this kind. Please also see section 5 of the Important Information.

(b) Claims not falling under (a) above and which don't involve injury, illness or death. The maximum amount we will have to pay you in respect of these claims is up to three times the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.

(c) Claims in respect of international travel by air, sea and rail, or any stay in a hotel.

i) The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Colli Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can ask for copies of these Conventions from our offices. Please contact us. In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey.

ii) When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract. In any circumstances in which a carrier is liable to you by virtue of the Denied Boarding Regulation 2004, any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier.

iii) When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.

4. It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.

5. Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.

6. **Please note:** we cannot accept any liability for any damage, loss or expense or other sum(s) of any description:

(a) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or

(b) relate to any business.

7. We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our brochure. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.

8. Where it is impossible for you to return to your departure point as per the agreed return date of your package, due to "unavoidable and extraordinary circumstances", we shall provide you with any necessary accommodation (where possible, of a comparable standard) for a period not exceeding three nights per person. Please note that the 3 night cap does not apply to persons with reduced mobility, pregnant women or unaccompanied minors, nor to persons needing specific medical assistance, provided we have been notified of these particular needs at least 48 hours before the start of your holiday. For the purposes of this clause, "unavoidable and extraordinary circumstances" mean warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely back to your departure point.

## 16. Excursions

Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your contracted arrangements with us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. 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. Prompt assistance

If, whilst you are on holiday, you find yourself in difficulty for any reason, we will offer you such prompt assistance as is appropriate in the circumstances. In particular, we will provide you with appropriate information on health services, local authorities and consular assistance, and assistance with distance communications and finding alternative travel arrangements. Where you require assistance which is not owing to any failure by us, our employees or sub-contractors we will not be liable for the costs of any alternative travel arrangements or other such assistance you require. Any supplier, airline or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them. Subject to the other terms of these Booking Conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances, if you fail to obtain our prior authorisation before making your own travel arrangements. Furthermore, we reserve the right to charge you a fee for our assistance in the event that the difficulty is caused intentionally by you or a member of your party, or otherwise through your or your party's negligence.

## 18. Financial security

All coach, air and rail inclusive package holidays in all our brochures are fully protected, which means that in the unlikely event of our insolvency you will not be stranded on holiday abroad or in the UK and you will be refunded any money you have paid to us for an advance booking. Please note that hotel breaks by car do not constitute packages and are not covered under this clause. We provide financial security for flight inclusive Packages and ATOL protected flights by way of our Air Travel Organiser's Licence number 1666, issued by the Civil Aviation Authority, Gatwick Airport South,

West Sussex, RH6 0YR, UK, telephone 0333 103 6350, email: [claims@caa.co.uk](mailto:claims@caa.co.uk). When you buy 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 what this means for you and who to contact if things go wrong. For further information, visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk). The price of our flight inclusive arrangements includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. Not all holiday or travel services offered and sold by us will be protected by the ATOL Scheme. We, or the suppliers identified on any ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some 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 have bought (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL Scheme (or your credit card issuer where applicable).

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative), through an alternative ATOL holder or otherwise for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

Coach based package holidays (not involving air travel) are protected under the Bonded Coach Holiday Scheme of the Confederation of Passenger Transport UK. At the publication date of this brochure (December 2018) we are members of the Bonded Coach Holiday Group of the Confederation of Passenger Transport UK 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 your monies are protected by a Bond in the unlikely event of our insolvency. You are recommended to inspect the current membership certificate at our registered office or alternatively go to [www.bch-uk.org](http://www.bch-uk.org) or telephone 0207 240 3131 to confirm current membership.

If you book arrangements other than package holiday from us, your monies will not be financially protected. Please ask us for further details.

## 19. Passport, Visa and Immigration Requirements and Health Formalities

It is your responsibility to check and fulfill the passport, visa, health and immigration requirements applicable to your itinerary. We can only provide general information about this. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable.

Requirements do change and you must check the up to date position in good time before departure. Most countries now require passports to be valid for at least 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 521 0410 or visit [www.passport.gov.uk](http://www.passport.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](http://www.usembassy.org.uk) For European holidays you should obtain a completed and issued form EHIC prior to departure. Up to date travel advice can be obtained from the Foreign and Commonwealth Office, visit [www.fco.gov.uk](http://www.fco.gov.uk)

Non British passport holders, including other EU nationals, should obtain up to date advice on passport and visa requirements from the Embassy, High Commission or Consulate of your destination or country(ies) through which you are travelling. See Section 8 of our International Holiday Information for further information. We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities.

Passports are required for all Cruise Holidays for security reasons, regardless of the itinerary.

## 20. Conditions of Suppliers

Many of the services which make up your holiday are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions which will form part of your contract with us. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions are available on request from ourselves or the supplier concerned.

## 21. Delays, Missed Transport Arrangements and other Travel Information

If you or any member of your party miss your flight or other transport arrangement, it is cancelled or you are subject to a delay of over 3 hours for any reason, you must contact us and the airline or other transport supplier concerned immediately. We cannot accept liability for any delay which is due to any of the reasons set out in clause 10 of these booking conditions (which includes the behaviour of any passenger(s) on any flight who, for example, fails to check in or board on time). The carrier(s), flight timings and types of aircraft shown in this brochure or on our website and detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation.

We shall inform you of the identity of the actual carrier(s) as soon as we become aware of it. The latest flight timings will be shown on your tickets which will be despatched to you approximately two weeks before departure. You should check your tickets very carefully immediately on receipt to ensure you have the correct flight times. If flight times change after tickets have been despatched we will contact you as soon as we can to let you know, however, it is your responsibility to check your departure times direct with the airlines in good time before each flight. Please note the existence of a "Community list" (available for inspection at [http://ec.europa.eu/transport/air-ban/list\\_en.htm](http://ec.europa.eu/transport/air-ban/list_en.htm)) detailing air carriers that are subject to an operating ban with the EU Community.

Under EU Law, you have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. If the airline does not comply with these rules you should complain to the Civil Aviation Authority at [www.caa.co.uk/passengers](http://www.caa.co.uk/passengers). 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, at the time of payment of any compensation to you, make a complete assignment to us of the rights you have against the airline in relation to the claim that gives rise to that compensation payment. A delay or cancellation to your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight. This brochure is our responsibility, as your tour operator. It is not issued on behalf of, and does not commit the airlines mentioned herein or any airline whose services are used in the course of your travel arrangements.

## 22. Advance Passenger Information

A number of Governments are introducing new requirements for air carriers to provide personal information about all travellers on their aircraft to the Authorities before the aircraft leaves the UK. The data will be collected either at the airport when you check in or in some circumstances when, or after you make your booking. Accordingly, you are advised to allow extra time to check in for your flight. Where we collect this data, we will treat it in accordance with our privacy policy.

## 23. Foreign Office Advice

You are responsible for making yourself aware of Foreign Office advice and State Department warnings in regard to the safety of the countries and areas in which you will be travelling and to make your decisions accordingly. Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure. (See clause 10).

## 24. ABTA

We are a Member of ABTA, membership number V6468. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to [www.abta.com](http://www.abta.com) to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on [www.abta.com](http://www.abta.com).

## 25. Data Protection

For the purposes of the General Data protection Regulation 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, credit/debit card or other payment details and special requirements such as those relating to any disability or medical condition which may affect the chosen holiday arrangements and any dietary restrictions which may disclose your religious beliefs. We must pass on your personal details to the companies and organizations who need to know them so that your holiday can be provided (for example your airline, hotels, transport companies, credit/debit company or bank). The information may also be provided 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 you do not object to our doing any of the things mentioned above unless you tell us otherwise in writing. We have 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 country. 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. Please see our privacy policy for more information: [www.shearings.com/about-us/privacy-policy](http://www.shearings.com/about-us/privacy-policy)

Details correct at time of going to press, however terms and conditions will be reconfirmed with documentation at time of booking, should you have any queries please contact our call centre or your local travel agent.

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