

# Booking Conditions

**Shearings**

It is important that you read the following Booking Conditions.

These Booking Conditions together with our 'Things You Need To Know' (which accompany our brochures, appear on our website and are available on request), our Privacy Policy, where you book through our website, our Website Terms of Use and any other written information we have brought to your attention before we confirmed your booking, form the basis of your contract with Shearings Travel Limited, with registered office Sunway House, Canklow Meadows, Rotherham, South Yorkshire S60 2XR and company number 03746239 ("we", "us", "our"). Please read these Booking Conditions carefully as it applies to all bookings you make with us unless otherwise specified and 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 Booking 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.

References to "departure" are to the start date of the holiday arrangements booked with us. Travel documents are sent by post or via Manage My Booking or by e-mail. Except where otherwise stated, you may contact us by e-mail for any of the reasons mentioned in our Booking Conditions providing you contact us at [customer.services@shearings.com](mailto:customer.services@shearings.com).

## 1. HOLIDAY PAYMENT (INCLUDING AUTOMATED BALANCE PAYMENTS)

You must pay a deposit per person (as shown in our applicable brochure and on our website) together with all applicable insurance premiums (if you wish to purchase the travel insurance we offer) at the time of booking. The balance of the price of the holiday is due for payment no less than:

- (a) 56 days before departure for all UK holidays
- (b) 75 Days before departure for all other destinations

We will take payment of the balance of the holiday cost from the debit or credit card used to pay the deposit. Should you wish to make payment of the balance using a different card or payment method, you may provide this information at the time of booking or at any time prior to balance due date either by telephone or through Manage My Booking. If the balance is not paid on time (including where we are unable take payment through our automated balance payments system), we reserve the right to treat your booking as cancelled by you and apply the cancellation charges set out in Condition 6. For bookings made on or after the balance due date, the full amount is due at the time of booking.

Any authorised travel agent of ours through whom you make a booking will be responsible for relaying information from you to us and vice versa. For the purposes of compliance with time limits or limitation periods as set out or referred to in these Booking Conditions, receipt by such an authorised travel agent of messages, requests or complaints intended for us will be treated as receipt by us. However, we are not responsible for any advice given to you by your travel agent that did not originate from us.

All monies you pay to one of our authorised travel agents for your holiday with us will be held by the agent on your behalf until the agent has verbally confirmed your booking. After that point, your agent will hold the monies on our behalf until paid to us. In the unlikely event of our financial failure, all monies then held by the travel agent or subsequently paid by you to the travel agent will be held by the agent without any obligation on the agent to pay such monies to us.

## 2. OUR AGREEMENT

A contract is made when we, or your travel agent:

- (a) verbally confirms your booking or,
- (b) if you make your booking online, when it is confirmed by the issue of an electronic confirmation and invoice at the end of the booking process and you pay the deposit to us. In the case of late bookings, the full amount will be due at booking. We reserve the right to return your deposit and decline to issue an electronic confirmation and invoice at our absolute discretion. For all bookings (other than bookings confirmed online), we will endeavour to post our confirmation to you or your travel agent within 7 days of confirming your booking for all other holidays.

You must check all documents we send you carefully as soon as you receive them and advise us immediately if anything appears to be inaccurate or incomplete. We cannot accept any liability if we are not notified of any inaccuracy (for which we are responsible) in any document within 14 days of us sending it out (or in the case of travel documents/tickets, 5 days).

## 3. 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 you make your booking.

## 4. PRICING

We reserve the right to amend the 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:

- (a) the price of the carriage of passengers resulting from the cost of fuel or other power sources;
- (b) 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
- (c) the exchange rates relevant to the package.

Such variations could include but are not limited to cruise line or coach cost changes which are part of our contracts with cruise ship and coach 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 or travel arrangements. You will be charged for the amount over and above that.

However, if this means that you have to pay an increase of more than 8% of the price of your confirmed holiday (excluding any insurance premiums, amendment charges and/or additional services or travel arrangements), you will

have the option of accepting a change to another holiday if we are able to offer one (if this is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid to us, except for any insurance premiums and any amendment charges and/or additional services or travel arrangements. 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. 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, then any refund due will be paid to you less an administrative fee of £25. 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.

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.

## 5. JURISDICTION & APPLICABLE LAW

These Booking Conditions and any agreement which they apply are governed in all respects by English law. We both agree that any dispute, claim or other matter of any description which arises between us or in connection with your contract or booking ("claim") 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. HOLIDAY CANCELLATION BY YOU

You may cancel your confirmed booking at any time before departure (you may also transfer your booking, see Condition 7). If you want to cancel your booking after we have confirmed it, you must do so by:

- (a) email to [customer.services@shearings.com](mailto:customer.services@shearings.com); or
- (b) in writing by posting or hand delivering it to us at Sunway House, Canklow Meadows, Rotherham S60 2XR; or
- (c) by notifying your travel agent.

Your notice of cancellation will only be effective when it is received in writing by us via email, by us at our offices or by your travel agent. We will ask you to pay cancellation charges per person on the scale shown below based on your original booking departure date. In calculating these cancellation charges, we have taken account of possible cost savings and the generation of income from other bookings which may be able to utilise cancelled services to the extent this is likely to be achievable. Cancellation charges which are in addition to payments we have already collected from you will be deducted from your debit or credit card. Any payment received in excess of the applicable cancellation charge will of course be refunded.

PERIOD BEFORE DEPARTURE WITHIN WHICH CANCELLATION IS RECEIVED IN WRITING	UK HOLIDAYS LOSS OF	PERIOD BEFORE DEPARTURE WITHIN WHICH CANCELLATION IS RECEIVED IN WRITING	OTHER HOLIDAYS LOSS OF
MORE THAN 55 DAYS	FULL DEPOSIT	MORE THAN 74 DAYS	FULL DEPOSIT
55 TO 43 DAYS	50% OR FULL DEPOSIT, IF GREATER	74 TO 49 DAYS	50% OR FULL DEPOSIT, IF GREATER
42 TO 22 DAYS	75% OR FULL DEPOSIT, IF GREATER	48 TO 36 DAYS	75% OR FULL DEPOSIT, IF GREATER
21 TO 15 DAYS	90% OR FULL DEPOSIT IF GREATER	35 TO 15 DAYS	90% OR FULL DEPOSIT IF GREATER
14 DAYS OR LESS	100%	14 DAYS OR LESS	100%

Cancellation charges are calculated on the basis of the total cost payable by the person(s) cancelling, excluding:

- (a) insurance premiums paid to us or paid to your own insurance provider;

(b) amendment charges; and

(c) any pre-booked entrance tickets or upgraded Grand Prix, Le Mans, concert and/or opera tickets all of which are non-refundable.

Please also note:

(a) Where any excursions are pre-booked, the cost is not refundable in the event of cancellation of the holiday after the balance due date.

(b) In the event of a cancellation of a booking secured by a low deposit, you will be liable to pay the remainder of the full deposit amount.

(c) For flight, Eurostar, partner tour operator, sea and river cruise inclusive bookings, you must pay the charges levied by the airline/operator concerned, in addition to the charges set out above where cancellation charges of less than 100% apply.

You may be able to make a claim under your travel insurance policy if your cancellation falls within the conditions of the policy. Claims must be made directly to the insurance company concerned. Where any cancellation reduces the number of full paying party members below the number on which the price and/or any concessions (including free places for group bookings) agreed for your booking were based, we will recalculate these items and re-invoice you accordingly.

## 7. HOLIDAY ALTERATION BY YOU

### TRANSFER OF BOOKINGS

You may transfer your booking or your place on the booking to someone else (introduced by you) without payment of our cancellation charges provided the person to whom you are making the transfer satisfies all the conditions which form part of your contract with us. Requests for a transfer must be made in writing at least 7 days prior to departure and must be accompanied by the name and other applicable details of the replacement person. Where a transfer to a person of your choice can be made, all costs and charges incurred by us and/or incurred or imposed by any of our suppliers as a result, together with an amendment fee of £25 per person, must be paid before the transfer can be implemented. 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 Condition 6 will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

### ALTERATIONS

Should you wish to make any alterations to your booking, please advise us as soon as possible. Whilst we cannot guarantee alterations can be made, we will endeavour to meet requests if we can. Where we are able to do so, the following charges will apply to reflect the work likely to be involved in making the change:

(a) Where we consider the alteration to be a minor one, there will be an amendment fee of £25 per person.

(b) In the event we consider the alteration to be more involved, we charge an amendment fee of £40 per person for each item you want to alter.

Where an alteration affects a sea or river cruise booking the charges imposed by the cruise operator in making the change will also be payable in addition to our amendment fee. However, where an alteration requested after the balance due date (other than transfers as set out above) amounts to a cancellation of your original booking, we will ask you to pay cancellation charges on the scale shown in Condition 6, together with the full cost of your new holiday.

In the event that we agree to a change of holiday dates at any time, any further requested change of dates will be treated as a cancellation of the original booking to which cancellation charges will apply. The rescheduled holiday will then be treated as a new booking at the then applicable price.

Insurance premiums may be transferable from one holiday to another (including when you travel earlier or later than originally booked), but not from one person to another. NB: You can change the travel date on your travel insurance directly booked with us as long as the new travel date is within the policy validity dates.

Important Note: Certain arrangements may not be amended or transferred after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements.

## 8. ALTERATIONS AND CANCELLATIONS BY US

Changes to confirmed holiday arrangements sometimes have to be made and we reserve the right to do so in accordance with this Condition 8. Most changes will be insignificant and we have the right to make these. Where an insignificant change is made before departure, we will notify you in writing. No compensation is payable for insignificant changes.

Occasionally, before departure, we may be constrained by circumstances beyond our control to make a significant alteration to any of the main characteristics of the travel services which form part of your confirmed booking or to any special requirements which we have accepted as referred to in Condition 13. Where we have to do so, Conditions 8(3) and 8(4) will apply.

(1) All alterations which are not significant will be treated as insignificant changes including (but not limited to an itinerary change due to weather, traffic or road conditions and/or other circumstances outside our control or may be treated as in accordance with Condition 9.

(2) Our holidays require a minimum number of bookings to enable us to operate them and we reserve the right to cancel any holiday where this minimum number is not achieved. The minimum number applicable to any particular holiday depends on a number of factors. Failure to achieve the applicable minimum number does not, however, oblige us to cancel. We will notify you of cancellation for this reason by the date referred to in Things You Need To Know under the heading Prices & Brochure/website Accuracy – Changes & Errors.

(3) In the event we have to significantly alter any of the main characteristics of your confirmed arrangements or accepted special requirements, we will provide you with the following information in writing as soon as possible:

- (i) the proposed alteration and any impact this has on the price;
- (ii) in the event that you do not wish to accept the alteration, details of any substitute package we are able to offer (including the applicable price);
- (iii) your entitlement to cancel your booking and receive a full refund if you do not want to accept the alteration or any substitute package offered; and
- (iv) the period within which you must inform us of your decision and what will happen if you don't do so.

(4) If you choose to cancel your booking in accordance with Condition 8(3), we will refund all payments you have made to us within 14 days of the date we receive your instruction to cancel. If we don't hear from you with your decision within the specified period (having provided you with the above mentioned information for a second time), we will cancel your booking and refund all payments made to us within 14 days of our doing so. No compensation will be payable or other liability accepted where a change results from unavoidable and extraordinary circumstances (see Condition 9).

(5) Occasionally, it may be necessary to cancel confirmed holiday arrangements. We have the right to terminate your contract in the event

- (i) we are prevented from performing your contracted holiday arrangements as a result of unavoidable and extraordinary circumstances (see Condition 9) and we notify you of this as soon as reasonably possible or
- (ii) we have to cancel because the minimum number of bookings necessary for us to operate your holiday has not been achieved and we notify you of cancellation for this reason as referred to in Condition 8(2).

Where we have to cancel your holiday in these circumstances, we will refund all monies you have paid to us within 14 days of the date we inform you of the cancellation but will have no further or other liability to you including in respect of compensation or any costs or expenses you incur or have incurred. We will of course endeavour to offer you comparable alternative arrangements where possible which you may choose to book in place of those cancelled. We also have the right to cancel if you fail to make payment in accordance with the terms of your contract in which case Condition 6 will apply.

### COMPENSATION

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

- (a) If, where we make a significant change, you do not accept the changed arrangements and cancel your booking;
- (b) If we cancel your booking and no alternative arrangements are available and/or we do not offer one.

UK HOLIDAYS		OTHER HOLIDAYS	
PERIOD OF NOTIFICATION GIVEN TO YOU OR YOUR TRAVEL AGENT PRIOR TO DEPARTURE DATE	UK HOLIDAY COMPENSATION PER FARE PAYING PASSANGER WHEN SIGNIFICANT CHANGE, ALTERNATIVE HOLIDAY OR REFUND ACCEPTED	PERIOD OF NOTIFICATION GIVEN TO YOU OR YOUR TRAVEL AGENT PRIOR TO DEPARTURE DATE	OTHER HOLIDAY COMPENSATION PER FARE PAYING PASSANGER WHEN SIGNIFICANT CHANGE, ALTERNATIVE HOLIDAY OR REFUND ACCEPTED
MORE THAN 55 DAYS	NIL	MORE THAN 74 DAYS	NIL
55 TO 43 DAYS	NIL	74 TO 49 DAYS	NIL
42 TO 22 DAYS	£10	48 TO 36 DAYS	£10
21 TO 15 DAYS	£10	35 TO 15 DAYS	£10
14 DAYS OR LESS	£20	14 DAYS OR LESS	£20

(6) In the event that unavoidable and extraordinary circumstances (see Condition 9) occur in the place of destination of your tour or its immediate vicinity which significantly affects the performance of the contracted arrangements or the carriage of passengers to that destination, you will be entitled to cancel prior to departure without payment of cancellation charges. We will notify you as soon as practicable in the event of this situation occurring.

### 9. UNAVOIDABLE & EXTRAORDINARY CIRCUMSTANCES

Except where otherwise expressly stated in these Booking Conditions, we regret we cannot accept liability or pay any compensation where the performance, or prompt performance, of our contractual obligations to you is prevented or affected, or you otherwise suffer any damage, loss or expense of any nature, as a result of unavoidable and extraordinary circumstances. In these Booking Conditions, unavoidable and extraordinary circumstances means a situation which is beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Such situations are likely to include (whether actual or threatened) war, riot, civil strife or unrest, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions (including flooding and exceptionally high or low water levels on rivers), coach train, or ship breakdown or accident, fire, pandemics or epidemics (including any ongoing effects of Covid-19), closure, restriction or congestion of airports, ports, stations, other transport hubs or airspace, flight or port or any other restrictions imposed or guidance issued by any government (local or national) or any regulatory authority or other third party and volcanic activity. Unavoidable and extraordinary circumstances will also include the UK Foreign & Commonwealth Development Office advising against all travel or all but essential travel to any country, region or destination where relevant to your holiday.

### River and Coastal Cruises

Occasionally, water levels may vary to the extent that the operation of the cruise ships on our river or coastal cruising programme is affected. It is ultimately the Captain's decision regarding the running order of the itinerary

and any changes which may be necessary. This situation constitutes unavoidable and extraordinary circumstances. In the event that any resulting change is significant or the cruise has to be cancelled, Condition 8 will apply. However, no compensation will be payable and we will not be responsible for any costs or expenses incurred as a result.

**10. TRAVEL DELAY**

If you or any member of your party misses 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. Whilst we try to avoid flight delays and delays to your sea crossing/tunnel crossing, unfortunately, they occasionally happen. If there is a delay, we will endeavour to minimise any discomfort by providing extra services to you (in the event of delay to your rail/air/ferry/ cruise departure, responsibility for any refreshments, meals and where necessary, overnight accommodation, rests with the carrier). These additional services, as shown below, are subject to availability and the prevailing circumstances. Under UK 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 UK 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.

We cannot accept liability for any delay which is due to any of the reasons set out in condition 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 dispatched 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 dispatched, we will contact you as soon as we can to let you know.

If your cruise ship is delayed or cancelled, you may be entitled to free food and drink, free room with a bed, and/or a new ticket or compensation. Please note, how much you get depends on how long the journey is and how late it is. Please note the above does not apply in certain situations. This includes for very small ships or very short journeys. For further information, please contact the Cruise Lines International Association by email at [passengerrights@cruising.org](mailto:passengerrights@cruising.org) or by telephone 020 3903 5450. Please note, reimbursements in such cases is the responsibility of the cruise ship and will not automatically entitle you to a refund of your full holiday price from us. We cannot accept liability for any delay which is due to any of the reasons set out in Condition 9 of these Booking Conditions (which includes the behaviour of any passenger(s) on any cruises ship who, for example, fails to check in or board on time).

COACH HOLIDAYS	
LENGTH OF DELAY	ADDITIONAL SERVICES
UP TO 3 HOURS	NONE
3 TO 5 HOURS	LIGHT REFRESHMENTS FOR EACH PASSENGER

5 TO 9 HOURS	ONE MAIN MEAL FOR EACH PASSENGER
OVERNIGHT	MEALS AND ACCOMMODATION AS APPROPRIATE FOR THE TIME OF DAY OR NIGHT
SEA & RIVER CRUISE, RAIL & AIR	
RESPONSIBILITY RESTS WITH THE AIR/RAIL/CRUISE OPERATOR	

#### 11. ARTISTS, CONCERTS, ENTERTAINMENTS AND RIDES

We cannot accept responsibility for the non-appearance of any artist or the cancellation / withdrawal / closure / curtailment / other change of any concert / event / parade / play / entertainment / ride / swimming pool for whatever reason. Should any such situation arise, the holiday arrangements will still proceed. We will not always be in a position to advise you in advance of any such cancellation etc. Such situations will not constitute a significant alteration to your holiday arrangements entitling you to cancel or change to another holiday without paying our normal charges.

#### 12. CONDITIONS OF SUPPLIERS

Many of the services which make up your holiday booked with us are provided by independent suppliers including (but not limited to) cruise operator and airlines. 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.

Where there is any conflict between the terms and conditions of the airline/cruise operator/partner tour operator and these Booking Conditions, the relevant provision of these Booking Conditions will take precedence. Your contract for all sea/ river cruising and/or partner tour operator holidays will be with us.

#### 13. SPECIAL REQUESTS

We will endeavour to pass on any reasonable requests to the relevant supplier (e.g. dietary, cots, ground floor accommodation), but cannot promise that any request will be honoured. We may not always be able to tell you before you leave if the supplier cannot meet your special request. For your own protection, you should obtain confirmation in writing from us that your request will be complied with (where it is possible for us to give this) if your request is important to you. Confirmation that a special request has been noted or passed on to the supplier, or the inclusion of the special request on your confirmation invoice or any other documentation, is not confirmation that the request will be met. Unless and until specifically confirmed in writing, all special requests are subject to availability. Any special requirement which we have accepted will be specifically confirmed as accepted on your confirmation invoice.

#### 14. COMPLAINTS PROCEDURE

Should you have a complaint about any aspect of your holiday, you must notify one of the coach crew, or one of our representatives, together with the supplier of the services in question, immediately so that the problem can be quickly resolved during your holiday or alternatively contact our 24 hour emergency number whilst on tour as shown on your travel documents. Failure to report any issues in resort could invalidate any claims made upon your return. If the matter cannot be resolved to your satisfaction straight away, you must immediately email our Customer Relations department at [customer.relations@shearings.com](mailto:customer.relations@shearings.com) with details of your complaint.

If, despite our best efforts and having followed the above procedure for reporting and resolving your complaint, you feel that it has not been satisfactorily settled, we recommend that it is referred for arbitration under the ABTOT Travel Industry Arbitration Service. An Independent Arbitrator will review the documents relating to any complaint and deliver a binding decision to bring the matter to a close. A fee is payable by each party when an application for arbitration is submitted.

Details of this scheme are available from The Travel Industry Arbitration Service, administered by:



## Dispute Settlement Services

9 Savill Road

Lindfield

West Sussex

RH16 2NY

E-mail: [admin@disputesettlementservices.co.uk](mailto:admin@disputesettlementservices.co.uk)

This scheme cannot however decide in cases where the sums claimed exceed £5,000 per person or £10,000 per booking form, or not solely or mainly in respect of physical injury or illness or the consequences of such injury or illness, or solely or mainly in respect of a discrimination claim or any claim under the Equality Act.

### 15. HOLIDAY INSURANCE (EXCLUDING ACCOMMODATION ONLY)

It is a condition of booking a holiday with us that you take out travel insurance. The insurance we offer is for United Kingdom residents only. You must provide us with the insurance company name, telephone number, policy number, policy duration and details of the emergency and medical repatriation telephone number relating to such a policy within 14 days of booking. If you purchase the insurance we offer, cover will not be effective until we receive all applicable premiums in full. Please read your policy details carefully and take them with you on holiday. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs. We do not check alternative insurance policies. If you refuse or fail to take out travel insurance you must complete, sign and return our insurance indemnity form (available on request). We will be entitled to cancel your booking and apply cancellation charges where you have not provided us with details of your travel insurance policy and we have not received the completed and signed indemnity or your acceptance of this through Manage My Booking 7 days prior to departure.

### 16. OUR LIABILITY (EVENTS CONNECTED WITH YOUR HOLIDAY PACKAGE)

- (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 Arrangements Regulations 2018, as set out below and as such, we are responsible for the proper provision of the travel services specifically included in your package, as set out in your confirmation invoice, ‘Things You Need To Know’ document, our brochures and the information we provided to you regarding the services prior to booking. Please note that we shall not be responsible for any additional services provided to you, whether provided by the travel service providers or otherwise, which are not set out in your confirmation invoice, Things You Need To Know’ document, our brochures and the information we provided to you regarding the services prior to booking.
- (2) We will not be responsible or pay you compensation for any personal injury or death unless you are able to prove that it was caused by our negligence or the negligence of our suppliers.
- (3) 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:
  - (a) the acts and/or omissions of the person affected; or
  - (b) the acts and/or omissions of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
  - (c) Events Beyond Our Control (as defined in Condition 9).
- (4) We limit the amount of compensation we may have to pay you if we are found liable under this condition:
  - (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.

- (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 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 Athens Convention (with respect to sea travel); The Berne/Cotif 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. 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.
  - ii) In any circumstances in which a carrier is liable to you by virtue of EC 261/2004 (denied boarding and flight disruption), 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.
- (5) Subject to these Booking Conditions, if we or our suppliers negligently perform or arrange those services set out in the confirmation invoice, 'Things You Need To Know' document, our brochures and the information we provided to you regarding the services prior to booking 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 in respect of any claim for damages or compensation whatsoever will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these Booking 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
- (6) It is a condition of our acceptance of liability under this condition that you notify any claim to us and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.
- (7) Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to us 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.
- (8) 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;
  - (b) relate to any business;
  - (c) indirect or consequential loss of any kind.

(9) 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.

(10) 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 condition, “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.

#### 17. PASSENGERS WITH HEALTH CONSIDERATIONS / DISABILITIES / REDUCED MOBILITY

Our holidays may not be suitable for people with certain disabilities, medical conditions or significantly reduced mobility. Before you make your booking, we will advise you as to whether the proposed holiday arrangements are generally suitable for someone with reduced mobility. However, reduced mobility of course means different things to different individuals as we fully appreciate that individual capabilities, restrictions and requirements are likely to vary considerably. When we refer to reduced mobility, this means any material reduction in mobility whether this is permanent or temporary and whether caused by age or by physical or mental disability or impairment or other cause of disability.

If you have a disability or significantly reduced mobility, coaches/other forms of transport can be difficult to get on and off and some of our hotels do not offer ground/lower floor/step free accessible accommodation or lifts/easy access. Many of the excursions on our tours visit places of interest and public buildings. These may not be able to accommodate people with walking difficulties. Excursions which include sightseeing tours may involve walking long distances and sometimes over cobbled or uneven surfaces.

We always endeavour to assist if we reasonably can where additional equipment needs to be transported in relation to a disability, medical condition or reduced mobility. However, please bear in mind that coaches are subject to overall weight restrictions and have limited space to accommodate the luggage of all passengers. If we have already agreed to transport such additional equipment for an earlier booking, we may be unable to do so for a later booking for the same coach. This is particularly the case where any such equipment is relatively bulky or heavy. We will not usually be able to carry more than one mobility scooter on a coach. Carriage of any equipment is subject to its individual size, weight and other details, full details of which must be provided at the time of booking.

Airlines and rail, ferry and cruise operators have their own restrictions on the carriage of such equipment. Should you suffer from any disability, medical condition or significant reduction in mobility which may affect your or other passengers' holidays, you must provide full verbal and written details at the time you book the holiday, including any specific requirements you have. Additionally, at the time you book the holiday, you must provide verbal and written confirmation that all assistance required will be provided by your travelling companion(s).

You must also notify us of any adverse changes or deterioration in the disability or medical condition, or development of any disability or medical condition or material reduction in your mobility after booking. In view of the nature of our holidays, we regret we must reserve the right to decline any booking or cancel (in the event of the development, deterioration or adverse change of any disability or medical condition or material reduction in your mobility occurring after confirmation) whenever we reasonably feel unable to accommodate the needs or restrictions of any particular customer or where, in our reasonable opinion, the medical condition, disability or reduced mobility of the customer concerned is likely to have a significant adverse effect on other customers taking the same holiday. We further reserve the right to cancel any holiday and impose cancellation charges if we are not fully advised of any relevant disability or medical condition or significant reduction in mobility at the time the booking is made and/ or promptly notified of any development, adverse change or deterioration occurring after

booking. On occasions, the decision to cancel can only be made at the time the person concerned joins the coach/holiday for the first time as it may only be apparent at this stage that their disability, medical condition or reduced mobility cannot be accommodated.

Any customer affected by a disability or medical condition must ensure they have notified this to their travel insurers, and that their travel insurance provides cover. As it is a condition of booking that all customers have adequate and appropriate travel insurance, we are entitled to insist on evidence that the disability or medical condition is covered.

#### 18. 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.

#### 19. ASSISTANCE DOGS

We are happy to carry assistance dogs on our holidays. To qualify as an assistance dog, the dog must be specifically trained to assist a person by a member organisation of Assistance Dogs International or the International Guide Dog Federation. This includes the following organisations: Canine Partners, Dog A.I.D, Dogs for Good, Guide Dogs for the Blind Association, Hearing Dogs for Deaf People, Medical Detection Dogs and Support Dogs. In order to travel to and from EU countries and listed territories, the dog must meet the requirements of the UK Pet Travel Scheme which include having an animal health certificate unless you have a pet passport issued in an EU country or Northern Ireland, being micro chipped and being vaccinated against rabies more than 21 days prior to the date of departure from the UK. In addition, dogs must be treated for tapeworm no less than 24 hours and no more than 120 hours (5 days) before entry back into the UK. Additional rules apply if travelling to countries outside the EU and listed territories. Full details can be found on the website: <https://www.gov.uk/taking-yourpetabroad>. We would like to remind customers that it is their responsibility to ensure they have the necessary documentation to enter the relevant countries with their dog and to check with the country you're travelling to. If you wish to bring an assistance dog with you on holiday, please contact us by telephone prior to making your booking so we can make the necessary arrangements and ensure the dog meets all requirements.

#### 20. ASSISTANCE WHILST AWAY

In the event you experience difficulties (of any sort) during your holiday, we will provide you with appropriate assistance as soon as reasonably possible including by the provision of appropriate information on health services, local authorities and consular assistance and by assisting you to make distance communications and to find alternative travel arrangements as may be applicable. Where you are in difficulty as a result of your negligence, we may charge you a reasonable fee for this assistance which will not exceed the costs we actually incur.

#### 21. BEHAVIOUR

All our customers are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of others. 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 other customers 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 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 arrangements immediately. We will have no further obligations to you and/or your party. No refunds for lost accommodation or any other arrangements will be made and we will not pay any expenses or costs incurred as a result of termination.

When you book with us, you accept responsibility for any damage or loss caused by you and/or your party. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be paid direct at the time to the accommodation owner or manager or other supplier. If the actual cost of the loss or the damage exceeds the

amount paid where estimated, you must pay the difference once known. If the actual cost is less than the amount paid, the difference will be refunded. You will be responsible for meeting any claims subsequently made against us and all costs incurred by us (including our own and the other party's full legal costs) as a result of your actions (or any member in your party) and we will hold you and each member of your party jointly and individually liable. In the event of any customer behaving in such a way as to cause or be likely to cause (in our reasonable opinion or the reasonable opinion of any person in authority) offence, danger, damage or significant discomfort or distress to others, we reserve the right to terminate that person's holiday arrangements. In this situation, we will not be liable to complete your holiday arrangements (including return travel arrangements) and will not pay you, nor be liable for, any refund, compensation or costs you have to pay. We cannot accept liability for the behaviour of others staying at your accommodation, or if facilities are withdrawn as a result of their action.

## 22. FINANCIAL PROTECTION

All funds paid to us in relation to your booking will be paid into a secure independently operated trust account "Shearings Travel Limited Trust". This is managed by an independent professional travel trustee (PT Trustees). Customer monies are further protected by a bond with The Association of Bonded Travel Organisers Trust Limited (ABTOT) membership number 5600, providing financial protection under The Package Travel and Linked Travel Arrangements Regulations 2018. Your travel funds will be segregated from general operational funds of Shearings Travel Limited until your holiday is complete and fulfilled, excepting an agreed sum which is protected by the ABTOT bond. Therefore in the very unlikely event of our insolvency, you will be fully protected and refunded in full. ABTOT bonding also provides for repatriation if transportation was included in your package. Please note that bookings made outside the UK are only protected by ABTOT when purchased directly with Shearings Travel Limited.

In the unlikely event that you require assistance whilst abroad due to our financial failure, please call our 24/7 helpline on 01702 811397 and advise you are a customer of an ABTOT protected travel company.

You can access The Package Travel and Linked Travel Arrangements Regulations 2018 here:

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

You can find out more about ABTOT here: <https://www.abtot.com/>

## 23. ENTRY PASSPORT, VISA & IMMIGRATION REQUIREMENTS & HEALTH FORMALITIES

We can only provide general information regarding entry, passport, visa, immigration requirements and safety and health formalities applicable to your package itinerary. It is your responsibility to check such requirements (in good time before departure), in order to make your decisions to fulfil such requirements regarding your destination and/or the country(ies) through which you may be transiting through.

Such information which you may need to check includes (but is not limited to) passport requirements including (but not limited to) how valid your passport must be after return date, whether your passport must be machine readable or which visas/waivers may be required for entry such as ESTA for USA travel and/or ETIAS for EU travel).

You must check requirements for your own specific circumstances with the relevant bodies as applicable. We have provided a few useful resources below, though **it is your responsibility to check and see if such a body would be relevant to yourself.**

- the Foreign, Commonwealth and Development Office ("FCDO", <https://www.gov.uk/travelaware>) (applicable to UK residents);
- UK Passport Office (0870 5210410 or <https://www.gov.uk/browse/citizenship>).
- Embassies, High Commission and/or Consulates;
- own doctor.

For UK residents booking European travel, you should obtain a UK Global Health Insurance Card (UK GHIC) prior to departure unless you are able to rely upon an existing European Health Insurance Card (EHIC). For travel to Norway, Iceland, Liechtenstein and Switzerland, UK GHIC and EHIC can not be used for medical treatment. Passengers to these destinations should obtain comprehensive medical insurance prior to departure, including cover for emergency medical treatment and associated costs.

We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any entry, 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 entry passport, visa, immigration requirements or health formalities.

#### 24. 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.

**If you require a copy of this document in large print please contact  
our Customer Service team on 01709 830 333**

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