

## **HOLIDAY BOOKING and DAY TRIP T&C's**

### **1. Who we are**

1.1. We are Are We There Yet? Incorporated in England and registered at 5 Rennie Grove, Quinton, Birmingham, B32 2SE. In these T&Cs, Are We There Yet? is referred to as us, we, our or simply Are We There Yet?.

1.2. To contact us, you can: (i) write to us at the above address; (ii) call us on 07903 146516; or (iii) email us at [arewethereyetgroups@gmail.com](mailto:arewethereyetgroups@gmail.com).

### **2. These terms and conditions**

2.1. These terms and conditions, which we refer to as these T&Cs, apply to all aspects of your booking with us, including travel and the holiday. These T&Cs apply to (and must be complied with by) you and each person travelling with you under the booking. No other terms or conditions will apply to the booking or the legal relationship between you and us.

2.2. We may update these T&Cs at any time without prior notice to you by updating the link on our website. Before making a booking, particularly if you have booked with us before, please read these T&Cs in full as they are subject to change.

2.3. The T&Cs that apply to your booking are the T&Cs that were in place at the time you made your booking. Please save a copy for your records as we will not save a copy for you.

2.4. If you are not happy with any of these T&Cs, or do not wish to (or cannot) comply with any of these T&Cs, please do not make a booking with us.

### **3. Making a booking**

3.1. The person making the booking is referred to as you and your in these T&Cs. If you are booking for more than one person, you must be authorised to make the booking on every person's behalf on the basis of these T&Cs. Only the lead passenger making the booking can make alterations.

3.2. You must be aged 18 or over to make a booking. If you make a booking for any person aged under 18, you must have the consent and authorisation of the parent or guardian of such person to do so.

3.3. All holidays shown on our websites or in our brochures or leaflets are an invitation to treat; they do not constitute an offer that is capable of your acceptance. By making a booking, you make an offer to us which we may accept or reject at our discretion. Your offer will only be accepted and the legally binding contract between you and us will come into force once we send you an email confirming your booking. It is your responsibility to contact us if you do not receive a booking confirmation within a reasonable period of making the booking.

3.4. Once your booking is confirmed, you will be issued with an email confirmation if requested.

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### 4. Communication with you

4.1. We will send communication, including booking confirmations, to the email address you provided at the time your booking was made.

### 5. UK Package Travel & Linked Travel Regulations 2018, Directive (EU) 2015/2302

5.1. We provide a combination of travel and accommodation services, constituting a 'package holiday' under the UK Package Travel & Linked Travel Regulations 2018, Directive (EU) 2015/2302 (the Package Travel Regulations). You will retain all rights granted to you under the Package Travel Regulations.

5.2. In accordance with the Package Travel Regulations, you and all passengers are fully protected for the deposit and the balance of all sums received by us, including costs of repatriation, arising from cancellation or curtailment of your booking due to our insolvency.

5.3. Please note the 14-day 'cooling-off period' under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 does not apply to package holidays.

### 6. Prices

6.1. All prices displayed on our website, or in our brochures and leaflets are subject to change before a booking is confirmed. We will notify you if any of our prices increase after a booking has been made but prior to confirmation of it. You may choose to pay the increased amount or cancel the booking without charge.

6.2. If the price of your booking drops after your booking has been made, you will not be entitled to any refund or repayment of the difference in the price.

### 7. Deposit

7.1. Subject to section 7.3 below, a non-refundable deposit of £50 per person per booking, unless otherwise stated, must be paid at the time of making a booking.

7.2. If for any reason we confirm the booking without having received the deposit in full, we may cancel the booking at any time.

7.3. If at the time of making a booking, departure for the holiday occurs within 42 days, payment of the total price of the booking will be payable in full upon making the booking.

### 8. Balance

Subject to section 7.3 above, the final balance of the total price of the booking must be paid in full no later than 42 days (6 full weeks) prior to the date of departure.

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### **9. Other costs**

9.1. Local pick-ups may be available for your holiday. Local pick-ups depend on availability and your location. If available, you will be advised of the cost of such services at the time of making the booking.

9.2. There may be food and drink available to purchase on board the coach.

9.3. The total price of the holiday may be subject to surcharges, including charges arising from exchange rate changes, transportation including the price of fuel, air & ferry operator fares and tolls, embarkation or disembarkation fees at terminals, duties and taxes (including the rate of VAT). If such surcharges apply, we will absorb the cost up to a sum equal to the first 1% of the total price of the holiday. Any surcharges in excess of this sum will be charged to you, plus a £1 administration fee.

9.4. If any surcharges payable by you under section 9.3 above result in an increase of more than 10% to the total cost of the holiday, you may cancel your booking and receive a full refund of all monies paid, except any amendment charges. We will notify you of the options either by email or letter, with a reminder if necessary. If you exercise the right to cancel, we must receive written notice within 7 days of the date of the surcharge invoice.

9.5. We may issue an invoice to you for any charges we incur as a result of any damage or loss to any part of the coach caused by your actions, omissions or negligence.

### **10. Payment**

10.1. We accept all major debit and credit cards.

10.2. If any refund is due in respect of any booking, it will be repaid to you using the same method of payment which you used to make the booking.

### **11. Cancelling your booking**

11.1. If you wish to cancel your booking for any reason, please let us know by calling 07903 146516 or emailing [arewethereyetgroups@gmail.com](mailto:arewethereyetgroups@gmail.com).

11.2. If you cancel your booking, we will be entitled to retain a percentage of the total price of the booking which will depend on the time at which you notify us of your booking as follows:

(a) More than 56 days before the date of departure: we will retain or will be due payment of the deposit only;

(b) Between 29 – 56 days before the date of departure: we will retain or will be due payment of 50% of the total price of the booking;

(c) Between 15 – 28 days before the date of departure: we will retain or will be due payment of 75% of the total price of the booking.

(d) 14 days or less before the date of departure: we will retain or will be due payment of 100% of the total price of the booking.

11.3. If, on the date of departure, you miss the departure or otherwise cannot depart, in either case due to any reason outside of our control, you will not be entitled to any refund and section 11.2(d) above will apply.

11.4. We reserve the right to cancel a holiday at any time if we do not achieve a certain number of bookings for the holiday or certain aspects of the holiday. If this happens, you can choose to transfer to a holiday of similar value or we will refund all monies paid in full.

## **12. Changes to your booking**

12.1. You may transfer a booking from one person to another, providing:

- (a) You give us notice of such change no later than 7 days before the scheduled departure date.
- (b) The person to whom the booking is transferred agrees to be bound by and complies with these T&Cs.
- (c) The original travel and room requirements stated on the booking remain unchanged.
- (d) You make payment to us of a £25 administration fee for each person being transferred under the booking.

12.2. You acknowledge that if you transfer a booking from one person to another, other aspects of the holiday provided by third parties may not be transferable.

12.3. If you wish to transfer a booking from one holiday to another, please get in touch and we can advise if that is possible. We cannot guarantee that any changes can be accommodated.

12.4. Whilst we try to avoid making changes and cancellations, we reserve the right to make changes that we deem necessary or appropriate. We may not inform you of certain changes that we deem insignificant or minor. We will always inform you of significant changes and will explain your options in the event we make such significant changes.

## **13. Coach departure times and duration**

13.1. We may be required to change scheduled departure times for operational reasons, or due to any reason outside of our control. We will notify you in advance if scheduled departure times change for any reason.

13.2. We may be required to divert or re-route the journey to your destination for any reason at any time. We may not be able to notify you in advance if this happens. We cannot guarantee the duration of any journey.

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### **14. Travel and holiday requirements.**

We reserve the right for the driver or any of our staff to carry out identification checks to ensure that the person named under the booking is the person boarding the coach.

### **15. Travelling with children**

15.1. If you are travelling with small children, you may bring your own booster seat or car seat providing it fits within one seat and does not damage any part of the coach. Fitting and use of any booster seat/car seat is entirely your own risk and we do not accept any liability for any harm or loss you or any third party suffers or incurs as a result.

15.2. We do not accept unaccompanied children under the age of 16.

15.3. You acknowledge that some hotels on the holiday may be adults only. It is your responsibility to check if this is the case at the time of booking as we will not actively monitor and notify you of this. We do not accept any liability for any losses you or any third party suffers or incurs as a result.

### **16. Fitness to travel and fitness for the holiday**

16.1. It is your responsibility to ensure you and every person travelling with you are medically and physically fit to travel with us and to take the entire holiday. If you are unsure on your fitness to travel or to take the holiday, please seek medical advice. You must follow any medical advice provided.

16.2. If you or any person travelling with you has a severe allergy, please let us know at least 72 hours in advance of the scheduled departure time. Please also make the driver aware of the allergy when boarding the coach. If we are made aware of a severe allergy and you or the relevant person is not carrying appropriate medication, we reserve the right to refuse travel to you or the relevant person.

16.3. If you become ill or injured during travel or the holiday, or otherwise have a problem or are in need of assistance, please let your group organiser, the driver or the relevant hotel representative know immediately.

### **17. Assisted travel**

17.1. You acknowledge that certain holidays may not be suitable for people with certain disabilities, medical conditions or dietary requirements. In particular, you acknowledge that coaches may be difficult to board and hotels may not be able to accommodate ground-floor requests, nor might they have lifts or other forms of accessibility.

17.2. If you or any person travelling with you require assistance (for example, an aid for boarding the coach), you must tell us at the time you make the booking so we can try to arrange appropriate action and make required arrangements. If we are unable to assist or make accommodations, you will be required to provide all assistance and accommodation for the relevant person.

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17.3. If you do not notify us of your assistance requirements, assistance may be delayed and/or limited. We also reserve the right to cancel a booking and issue a full refund in the event we reasonably believe the holiday or travel is not suitable for you.

17.4. We do permit small foldable walkers and small foldable scooters. Due to limited space in the luggage compartment, these will need to be reserved at the time of booking. Availability is granted on a first come, first served basis.

### **18. Assistance dogs**

18.1. We only allow certified service animals to travel on our coach. No pets or other animals will be allowed on board.

### **19. Boarding the coach**

19.1. You must be at the pick-up location and ready for boarding at least 10 minutes prior to the scheduled departure time. This is to allow the driver or our other personnel sufficient time to load the coach with all passengers' luggage.

19.2. If you have not complied with any of these T&Cs, you may not be permitted to board the coach.

19.3. In most instances, there will be a seating plan on the coach, however, for operational reasons, we may operate a coach with a different configuration. We reserve the right to alter a seating plan at any time and allocate seats other than those booked. Single passengers may be required to share a double seat with other single passengers. If you require two seats, these must be booked and paid for at the time of booking. If you fail to do so and it transpires that the seat allocated to you is insufficient for your needs and there is no alternative seating available, you may be refused access to the coach and any payments made will be liable to forfeiture.

### **20. Luggage**

20.1. You may load one item of luggage in the hold on the coach weighing no more than 15kg. Any further items of luggage you wish to put in the hold may incur additional charges. You may also carry on small items of luggage, providing it can be stored comfortably under the seat in front of you. Any items of carry-on luggage that do not fit comfortably under the seat in front of you may be placed in the hold and additional charges may be incurred. We may also require any carry-on luggage to be stored in the hold at our discretion.

20.2. All luggage must be packaged properly as either suitcases or other appropriate forms of container. It is your responsibility to ensure your luggage is sufficiently robust and secure.

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20.3. You are not permitted to carry any of the following items, either in the hold or as carry-on luggage:

- (a) explosives;
- (b) weapons;
- (c) firearms;
- (d) ammunition;
- (e) corrosives;
- (f) flammables;
- (g) matches;
- (h) infectious substances;
- (i) radioactive substances;
- (j) toxic substances;
- (k) or alcohol above 140 proof.

20.4. We may refuse any item of luggage if we reasonably believe it to be dangerous, harmful to health or could otherwise affect the safety or wellbeing of any person. We may also refuse any item of luggage if we reasonably believe it could damage or cause harm to the coach.

### **21. Third-party providers**

21.1. You acknowledge that monies paid to third-party providers in respect of the holiday may be non-refundable and third-party bookings may be non-transferable.

21.2. We cannot guarantee the operation of third-party facilities or activities, such as lifts, gyms and swimming pools. We are not liable for any such facilities or activities that are not in operation.

21.3. As part of the holiday, you will be required to comply with the terms and conditions and policies of any third-party providers, including hotels and service providers. You are responsible for your own compliance with such terms and conditions.

21.4. We will not be responsible for any losses you suffer or incur arising from your breach of third-party terms and conditions or policies, nor will we be responsible for any action taken against you by such third party. We will not be responsible for sourcing, organising or paying for alternative services for you or on your behalf (for example, alternative accommodation in the event you breach a hotel's terms and conditions).

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21.5. You will indemnify us in full and on demand for any losses we suffer or incur as a result of your failure to comply with any terms and conditions or policies of any third party in respect of the holiday.

### **22. Accuracy of descriptions**

22.1. We make every effort to ensure the accuracy of the description of our coaches and holidays on our website and in our brochures. However, errors may sometimes occur and we will not be responsible for any non-material errors.

22.2. All descriptions and classifications of third-party providers, facilities and activities are provided by the relevant third party. We cannot guarantee the accuracy of such descriptions and classifications and we are not liable in the event of any inaccuracies.

### **23. Conduct**

23.1. You may not smoke on the coach, nor may you consume alcohol or hot food on the coach.

23.2. You must behave appropriately at all times whilst on board the coach and as part of the holiday. In particular, you will not:

- (a) Act in any way that breaches applicable laws or act in a disorderly manner;
- (b) Conduct yourself in a manner that endangers people or otherwise affects their safety or wellbeing;
- (c) Use abusive, insulting, intimidating, offensive or threatening language or actions towards the driver or any other person; or
- (d) Obstruct the driver in the performance of their duties, or fail to comply with their instructions.

23.3. It is a legal requirement for all passengers to wear the seatbelt provided when travelling on the coach.

23.4. We reserve the right to refuse to board you on the coach (either for departure or return) or allow you to take part in the holiday if we reasonably believe you have breached any of section 23.2 above. If we exercise our right under this section 23.4, we will not be liable to issue a refund, nor will we be responsible for any costs you suffer or incur.

### **24. Insurance**

24.1. We recommend that you and each person travelling with you under the booking obtain and maintain appropriate and adequate travel and/or holiday insurance, effective from the date of booking.

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24.2. If you do not obtain or maintain appropriate or adequate insurance and you require our assistance during your holiday, we reserve the right to reclaim from you any medical repatriation or other expenses which we may suffer or incur which would otherwise have been reasonably expected to be covered under an appropriate and adequate insurance policy. You must advise us if you use an alternative insurer, the policy number and 24-hour contact number.

### **25. Our liability to you**

25.1. Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury caused by our negligence) or arising under applicable laws relating to the protection of your personal information, we will not be liable for any:

- (a) Losses that were not foreseeable to you and us when the booking was made;
- (b) Losses that were not caused by any breach on our part;
- (c) Business losses; or
- (d) Losses to non-consumers.

25.2. We will not be liable for loss of or damage to any luggage unless caused by our negligence. We will also not be liable for any damage or fair wear and tear to luggage that would reasonably be expected from the usual rigours of transportation.

### **26. Issues or complaints**

If you have an issue or a complaint, please let your group organiser, the driver or the relevant hotel representative know immediately. If your complaint cannot be completely resolved locally, you must obtain and return a Holiday Report Form which can be obtained by your driver or local representative. You must ensure you keep a copy. If you remain dissatisfied, please follow up with us in writing within 14 days of your return home, providing all other relevant information. You must communicate any issue or complaint to the supplier of the services in question and to us. If you fail to comply with this section 26, we cannot accept responsibility as we would have had no opportunity to investigate and/or rectify.

### **27. Events beyond our reasonable control**

The holiday or any aspect of the holiday might be affected by events beyond our reasonable control. We will make reasonable efforts to limit or mitigate the effect of any such events and will try to keep you informed on the circumstances, but we will not be liable to you if the holiday is affected or you suffer or incur any loss as a result of such events.

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### **28. Use of your data**

28.1. We will only use your personal data as set out in our privacy policy, which can be accessed at [www.arewethereyetcoachtrips.co.uk](http://www.arewethereyetcoachtrips.co.uk) For full details of how we use your data, please read the privacy policy.

28.2. You may provide us with personal data about other people (for example, where you make a booking on behalf of a group). Where you provide the details of other individuals, you must ensure you have their permission to do so. Please tell each person named on your booking to read our privacy policy if they want details of how we use their data.

### **29. Third-party rights**

No individual or business other than you, us and any person named on the booking has any right to enforce any term of these T&Cs.

### **30. Governing law and jurisdiction**

30.1. The laws of England and Wales apply to these T&Cs and your booking, although if you are resident elsewhere you will retain the benefit of any mandatory protections given to you by the laws of that country.

30.2. Any disputes will be subject to the non-exclusive jurisdiction of the courts of England and Wales. This means that you can choose whether to bring a claim in the courts of England and Wales or in the courts of another part of the United Kingdom in which you live.