

1. These Package Tour Booking Conditions (the "conditions") are the conditions of Andrew's of Tideswell Limited ("operator") and they apply to all contracts where the Operator acts as a package tour organiser within the meaning of The Package Travel, Package Holidays and Package Tours Regulations 1992 and The Package Travel & Linked Travel Arrangement Regulations 2018 and where these regulations have effect.
2. The operator will act as a package tour organiser when it sells a pre-arranged combination of transport and either: accommodation or other tourist services not ancillary to transport and accommodation accounting for a significant proportion of the package; at an inclusive price, when the service covers a period of more than twenty-four hours or includes overnight accommodation
3. For the avoidance of doubt, where the Operator is not acting as a package tour organiser, the Operator's General Booking Conditions will apply and these are available on request.
4. Nothing in these conditions shall affect the statutory rights of any of the passengers using the operator's services.
5. Any person who books a package tour with the operator shall be considered to have agreed to be bound by these conditions. No variations of, or amendment to, these conditions shall be binding on the operator unless expressly agreed in writing in advance by the operator. None of the operator's employees is entitled to vary any of the provisions of these conditions without the operator's prior written agreement.
6. The passenger / hirer's insurance cover must indemnify the operator against liabilities which are out of the control of the operator, including cover for the cost of cancellation by the passenger / hirer or the cost of assistance, including repatriation, in the event of accident or illness. It is the responsibility of the hirer and/or the hirer's passengers to ensure that the property of the passenger / hirer is fully insured separately for loss and or damage.
7. The operator reserves the right to vary the price for any services offered at any time before a booking is made.
8. Once a booking has been made, any upward or downward revision of prices will be subject to the following:
  - 8.1. The operator may revise the price of the services it offers after a booking is made to allow for variations in:
    - 8.1.1. Transportation Costs, including the cost of fuel,
    - 8.1.2. Dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports,
    - 8.1.3. The exchange rates applied to the particular package.
  - 8.2. There will be no price revision by the operator within 30 days of the departure of the tour.
  - 8.3. The price for services will only be revised if the variations under 8.1 would produce a change of 2% or more of the price of the services offered.
- 8.4. Should a vehicle be detained by the hirer / passenger or taken on a longer journey than that contracted for, the operator reserves the right to make an additional charge commensurate with the costs incurred.
9. In accordance with "The Package Travel, Package Tours Regulations 1992" all passengers booking with Andrew's of Tideswell Ltd are fully Insured for the initial deposit and subsequently the balance of all monies paid to us, including repatriation if required, arising from the cancellation or curtailment of your travel arrangements due to the insolvency of the operator. This insurance has been arranged by Towergate Chapman Stevens through Zurich Insurance PLC
10. Any passenger using the operator's services without a valid ticket, pass, other relevant documentation or consent from the hirer of a vehicle may be liable to prosecution.
11. In any event the vehicle or vehicles will depart at times agreed and notified. The operator will not be liable for any loss or injury sustained by any passenger who fails to join a vehicle at the appointed time.
12. Neither the hirer nor any passenger shall delay or otherwise interrupt the journey in such a way that the driver is put at risk of breaching the current regulations relating to driving hours, duty time and rest periods. If, due to the conduct of the hirer or any other passenger, such breach is likely to occur, the operator will not be responsible for any loss suffered by the passenger / hirer as a consequence of such breach or any action taken to avoid such breach.
13. The operator will only agree to carry passengers under the age of 18 years if such carriage has been expressly brought to the attention of the operator at the time of booking and has been confirmed in writing.
14. No animals (other than guide dogs and hearing dogs notified to the operator in advance) may be carried on any vehicle without prior written agreement from the operator.
15. The operator reserves the right to make alterations to the specific arrangements of any tour. Where significant changes are made to essential elements (such as departure date or resort location) that are not acceptable to the passenger / hirer, the passenger / hirer will be free to withdraw from the contract without penalty or if offered, to accept either a comparable replacement package or a package of lesser price with a refund of the price difference. The passenger / hirer must inform the operator of any such withdrawal or acceptance as soon as possible after being informed of any alterations or offers by the operator.
16. Any deposit requested by the operator must be paid at the time of booking and payment in full must be made by the date stated on your confirmation invoice unless otherwise agreed in writing by the operator. For any late payment, the operator reserves the right to add interest at the rate of 2% per annum above the base rate of HSBC Bank plc, calculated on a daily basis starting with the date by which payment should have been made.
17. In the event of cancellation by the passenger / hirer of any booking, the operator reserves the right to retain the passenger / hirer's deposit and the passenger / hirer agrees that the following scale of charges will apply in relation to the total package price:
 

Notice period before departure	Percentage of Package price payable
More than 42 days	Deposit only
28 – 42 days	30% of price
14 – 27 days	45% of price
7 – 13 days	60% of price
Under 7 days	100% of price
18. The passenger / hirer will also be liable to reimburse the operator for the cost of any other services, including but not limited to accommodation, meals and theatre/ferry tickets which have already been purchased by the operator at the time of cancellation.
19. Theatre tickets or any other ancillary services including but not limited to accommodation and ferry charges once purchased, must be paid in full and are not refundable.
20. The Operator is not liable to the passenger / hirer for any loss or damage caused by a failure to perform the contract or for improper performance of the contract, where such failure or improper performance is due to:
  - 20.1. Actions or omissions attributable to the customer.
  - 20.2. Actions or omissions attributable to a third party unconnected with the provision of the services contracted for.
  - 20.3. Unusual and / or unforeseeable circumstances beyond the control of the operator or any of its suppliers, the consequences of which could not have been avoided even if all due care had been exercised.
  - 20.4. An event which the operator or any of its suppliers, even with all due care, could not have foreseen or forestalled.
  - 20.5. For the avoidance of doubt, adverse weather conditions, riots, unexpected vehicle breakdown, traffic congestion, risk of contagion, civil commotions, strikes, lock outs and stoppage or restraint of labour are circumstances and events that could fall within the ambit of the provisions above (this is not an exhaustive list).

21. The operator shall not be liable to the passenger / hirer for non performance of the contract where:
  - 21.1. The package is cancelled because the number of persons who agree to take it is less than the minimum number required and the consumer is informed of the cancellation, no later than 28 days prior to departure.
  - 21.2. The package is cancelled by reason of unusual and unforeseeable circumstances beyond the control of the operator, the consequences of which could not have been avoided even if all due care had been exercised.
22. Where there is any non-performance or improper performance of any services involved in the package, the operator's liability is limited in accordance with international conventions which govern such services.
23. In any case, the Operator's liability, except in cases of personal injury, shall be limited to a maximum of £ 250 or the cost of the affected person's travel arrangements, whichever is the lesser sum.
24. The Operator can provide general information about the passport and visa requirements for a package tour. It is the passenger / hirer's responsibility to confirm specific passport, visa and other immigration requirements with the relevant Embassy and/or Consulate. The Operator will not accept any responsibility if any customer cannot travel because they have not complied with any passport, visa or immigration requirements.
25. Any option to book a specific seat on the operator's vehicles is indicative of preference only and the operator reserves the right to change seats allocated to passengers for operational reasons.
26. Any members of The National Trust, English Heritage or similar body entitled to discounts to destinations included in a tour must confirm this to the operator at the time of booking. No refunds or reductions can be given after departure of the tour.
27. All vehicles hired by the operator are subject to restrictions on carrying luggage for statutory safety reasons. The passenger / hirer accepts that the driver shall be the sole judge as to whether and to what extent passengers' property is carried.
28. Large bulky items may not be capable of being carried including but not limited to certain types of wheelchair, and the passenger / hirer should take steps to notify the company in advance of such requirements.
29. The passengers are responsible for the storage of luggage in defined compartments. Luggage may not be stored within the vehicle seating area/gangways/emergency exits.
30. The operator will not accept liability for any damage to, or loss of, any property left on a vehicle by any hirer or passenger.
31. All articles of lost property recovered from the vehicle will be held at the operator's premises and will be subject to the current Public Service (Lost Property) Regulations, as amended. The operator will provide details of this legislation on request.
32. The operator accepts no liability for any personal property of the passengers and it is the responsibility of the passengers to take all reasonable steps to avoid loss or damage. The passenger / hirer should notify the operator or the driver if items of exceptional value are to be carried on the vehicle. It is the passenger / hirer's responsibility to minimise the risk of loss if property is left unattended.
33. Passengers conduct while travelling on the operator's vehicles is Public Service Vehicle (Conduct of Drivers, Inspectors, Conductors and Passengers) Regulations 1990 as amended. These Regulations can be obtained from the operator on request.
34. The driver is responsible for the safety of the vehicle at all times, and as such, at the driver's absolute discretion, may remove any passenger whose behaviour is in breach of the regulations on passenger conduct, prejudices the safe driving of the vehicle(s), (including any activity contributing to distracting the driver) or causes deliberate damage to the operator's vehicle(s).
35. In the event that a passenger or passengers are required to leave the vehicle for any reason including but not limited to the reasons set out above, it is agreed by the passenger / hirer that no claim will be made against the operator for any costs associated with or incurred because of the requirement of one or more passengers to depart the operator's vehicle. Any passenger required to leave the operator's vehicle due to their conduct shall not be entitled to a refund from the operator.
36. It is the passenger / hirer's responsibility to investigate if there is any reason why any one of the operator's services may not be suitable for a particular passenger's capabilities prior to booking and in any event prior to departure. The normal cancellation conditions will apply to any cancellations made due to a particular service not being suitable for the hirer.
37. The operator takes no responsibility for disappointment caused in the event that any of the operator's services are unsuitable for the passenger / hirer for any reason; including but not limited to pre-existing medical conditions, walking restrictions or specific dietary requirements.
38. If the passenger and/or the hirer's passengers require the assistance of a motorised scooter, wheelchair or walking frame, the passenger / hirer must notify the operator at the time of booking. For health and safety reasons the operator will be unable to carry any such equipment unless the passenger / hirer provides a nominated representative qualified and able to lift such items into the vehicle. Please note that the operator's drivers are not permitted to do this for passengers.
39. Seatbelts must be worn at all times whilst on board any of the operator's vehicles.
40. If the passenger and/or any of the hirer's passenger's is pregnant the passenger / hirer is required to notify the operator wherever possible at the time of booking and in any event before travelling. If the passenger / hirer is in or beyond the 28th week of pregnancy, the operator may, at its discretion, require a general practitioner's letter confirming that it is safe for that passenger to travel.
41. The carriage, and/or use of drugs in or on a vehicle operated by or on behalf of the operator is not permitted at any time.
42. The operator does not guarantee that any vehicle will complete any journey or any part thereof in any given time and the operator does not accept any liability for any loss or inconvenience or damage or injury in so far as the operator is permitted to limit its liability in law arising from any late arrival and/or late departure and/or any failure to convey the passenger and/or the hirer's passengers to any stop or transfer point on its itinerary including its destination and including but not limited to delays caused by the delayed departure to or from an airport or port.
43. In the event of a complaint about the operator's services, the passenger / hirer must endeavour to seek a solution at the time when the cause of the complaint arises by seeking assistance from the driver or the operator. The timely making of a complaint allows the operator to investigate, mitigate and rectify any problems complained of.
44. In any event, any complaint should be submitted in writing within 7 days of the termination of the hire or the completion of the service, whichever takes place first in time. The operator will not be bound to investigate, compensate for, or be held liable as a result of, any complaints not raised at the time the cause of the complaint arose and not submitted in writing within 7 days of the termination of the hire or completion of the service, whichever takes place first in time.
45. The operator will use its reasonable endeavours to acknowledge all complaints within 14 days and to provide its reply within 28 days.
46. Other than in a vehicle expressly for that purpose, food (except confectionery) and drink (including alcoholic beverages) may not be consumed on the vehicle without the prior written consent of the operator.
47. At the operator's complete discretion, the operator reserves the right to sub-contract all or part of the passenger / hirer's booking to another operator.
48. Where a passenger / hirer is prevented from proceeding with the package tour the consumer may transfer his booking to a person who satisfies all the conditions applicable to the package, provided that the passenger / hirer gives notice to the operator of his intention to transfer 21 days before the departure is due to take place.
49. The waiver, forbearance or failure of a party in insisting on any one or more instances upon the performance of any provision of this agreement shall not be construed as a waiver or relinquishment of that party's rights to future performance of such provision and the other party's obligations in respect of such future performance shall continue in full force and effect.
50. If any term or provision in this agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, under any enactment or rule of law or for any other purpose, such term or provision shall to that extent be deemed not to form part of this agreement but the validity and enforceability of the remainder of this agreement shall not be affected.
51. Any contract made between the operator and the passenger / hirer under these conditions shall be considered a contract made in England and shall be governed in all respects by the law of England and the parties agree to submit to the exclusive jurisdiction of the English courts.

# ANDREW'S OF TIDESWELL - BOOKING FORM 2019

Tour Name:

Tour Ref:

Departure Date:

Number of Days:

PASSENGER DETAILS - (Please note all correspondence will be sent to the first named person)

If your home is difficult to find please attach a map

Mr, Mrs, Ms, Miss	First Name (must be completed)	Surname	Date of Birth

**THIS WILL BE USED AS YOUR DOOR TO DOOR PICK UP POINT**

Home Address:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Postcode:  
 \_\_\_\_\_

Telephone (Home):  
 \_\_\_\_\_

Telephone (Work):  
 \_\_\_\_\_

Mobile:  
 \_\_\_\_\_

Email:  
 \_\_\_\_\_

**PICK UP INFORMATION** - If more than one DOOR TO DOOR pick up, please supply other address(es) (if your home is difficult to find please attach a map)

Name: _____	Name: _____
Home Address: _____ _____	Home Address: _____ _____
Postcode: _____	Postcode: _____
Telephone (Home): _____	Telephone (Home): _____

**If door to door is NOT required - please fill in the required pick up town and place** - (if the pick up point is at one of our designated point list on the back page of our brochure you will receive a £10.00 per person discount)

Pick Up Town:  
 \_\_\_\_\_

Pick Up Point:  
 \_\_\_\_\_

**You may wish to nominate someone whom we may contact in the event of accident of illness during your holiday. Essential for single travellers**

Name: \_\_\_\_\_ Tel No: \_\_\_\_\_

SEAT NUMBERS

CENTRAL PICK-UP DISCOUNT

ROOM REQUIREMENTS - (i.e. Single (one single bed, Double (1 large bed for 2 people), Twin (2 single beds in same room) or other)

Room Type	Name(s) of Occupants	Passport Number	Passport Expiry	Nationality

Special Requests (which cannot be guaranteed eg special diets, access problems, wheelchair on coach etc)

**INSURANCE REQUIRED** - (Compulsory on Continental & Irish Holidays)

Yes  No  
If you choose to purchase insurance through Andrew's of Tideswell Limited the insurance premium must be paid with your deposit. Your travel insurance policy can be purchased from us or other providers.

**LOYALTY BONUS ON HOLIDAYS TAKEN IN 2019**

2nd  3rd  4th  5th & over

**CLIENTS DECLARATION** - I am paying with this booking form the amount shown below to cover the deposit(s) and insurance(s) for the holidays which are to be reserved for me by Andrew's of Tideswell. I agree to pay the balance by the date shown in the booking conditions (such balance to be refundable to me in the event of subsequent cancellations subject to the deductions on the scale as shown in the Andrew's of Tideswell Booking Conditions). I certify on behalf of the person(s) in this booking by whom I warrant I am authorized to make the booking that I have read the Andrew's of Tideswell Booking Conditions and I agree and accept that my/our booking will be made upon and subject to all such terms and conditions as printed, without any amendment, deletion or addition and to the conditions of carriage of all Owner's Operators of coaches, ships or ferries on which I/we will be carried. I authorise Andrew's of Tideswell to make this booking on my/our behalf and instruct him/her to deal with this booking form and deposit in accordance with the requirements of Andrew's of Tideswell.

Signed:

Date:

Booking Reference: **T**

**PAYMENT INFORMATION**

I enclose deposit(s) @ \_\_\_\_\_ per person = £

I enclose insurance @ \_\_\_\_\_ per person = £  
(payable with deposit) (Including IPT)

**TOTAL AMOUNT PAID = £**

For Office Use Only	Payment Method
Cash	Cheque
Date	Initials
	Credit Card
	Other

**PAYMENT DETAILS**

Credit Card Payments:  Mastercard  Visa  Amex  Maestro

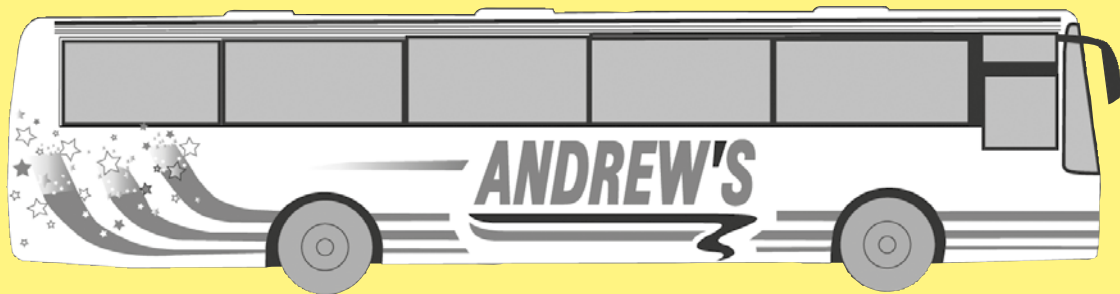
Card No. \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Expiry Date: \_\_\_\_\_ Valid From: \_\_\_\_\_ Issue No. \_\_\_\_\_

Security No. (extra 3 numbers on the back of card): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# ANDREW'S



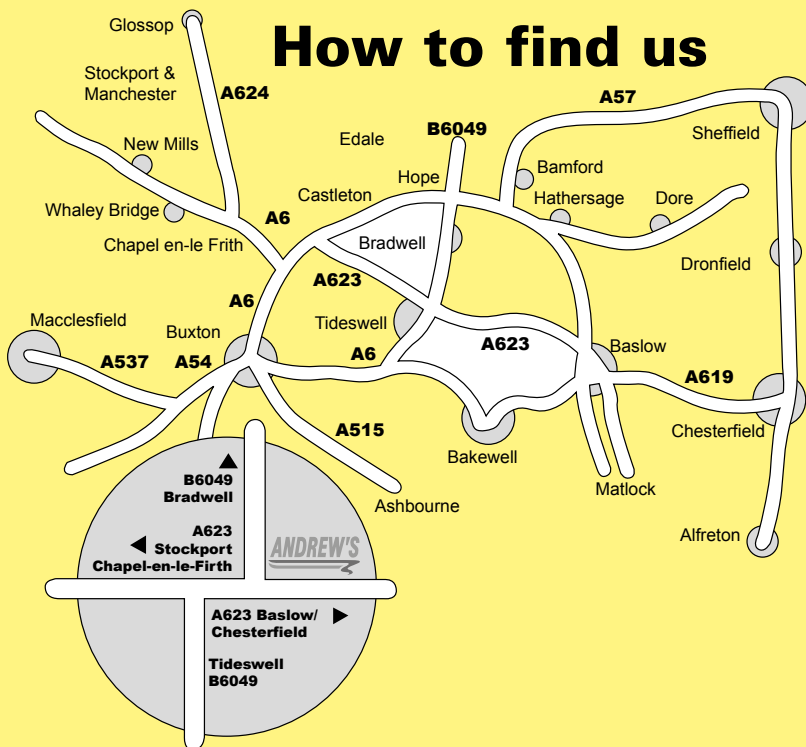
## Your local Family Coach and Tour Operator

For reservations please phone **01298 871222 (Option 1)**

## A Quality Holiday with an Award Winning Company

The standard and quality of our vehicles and tours and the service that we offer our customers are the foremost importance to us. From the standard and safety of our fleet through to the selection of holidays we offer, we have attained approval from professional bodies and gained award winning recognition.

### How to find us



### Need a present for someone?

£5, £10, £20 or £50 gift vouchers are available from our office or just telephone and we'll send them to you. You can also specify your choice of Day Tour or Holiday if you prefer the value not to be shown. Call us now on **01298 871222 (Option 5)**.

### Quality Day Excursions

If you would like a copy of our 2019 brochure please telephone 01298 871222 (Option 1).



# 01298 871222 (Option 1)

**Andrew's of Tideswell Limited.**

Anchor Garage, Tideswell, Buxton, Derbyshire SK17 8RB

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