

Terms & Conditions

It is important that you read the following booking conditions. These Booking Conditions form the basis of your contract with us. Please read these sections carefully as they apply to all bookings you make with us unless otherwise specified. All holidays are operated by Just Go! Holidays

1. HOLIDAY PAYMENT: When you make a booking you must pay a deposit for every person named on the booking. Deposits per person and the balance due dates (the period before the departure date on which your full balance normally becomes due) are:

Holiday Type	Deposit	Balance due date
UK mainland holidays	£50	4 Weeks before departure
Special interest holidays (National Trust, RHS)	£100	6 weeks before departure
All other holidays (continental, Ireland, Isle of Man, Jersey, Guernsey etc.)	£100	6 weeks before departure

If you cannot make a payment by card at the time of booking, please speak to one of our Reservations Assistants to discuss other options. You can make payments against your balance anytime between making the booking and the balance due date. If the balance is not paid on time we reserve the right to treat your booking as cancelled by you and apply cancellation charges as set out in clause 3 below. For bookings made after the balance due date the full amount is due at the time of booking. Please note: a 2% charge applies to all payments made by credit card.

2. OUR AGREEMENT: A contract is made when we issue the Notice of Booking. You must check your confirmation invoice and any other documents you receive from us carefully as soon as you receive them. We regret we cannot accept any liability if we are not notified of any inaccuracy in any document within 14 days of our sending it out. This contract and all matters arising out of it will be governed by English law and will be subject to the exclusive jurisdiction of the courts of England and Wales.

3. HOLIDAY CANCELLATION BY YOU: If you want to cancel your booking after we have confirmed it with you either verbally, over the telephone or online, you can do so over the phone or in writing. If you cancel your booking, we will not refund any insurance premium you may have paid and cancellation charges are based on the following scales:

UK mainland holidays	
More than 4 weeks prior to departure	4 weeks or less prior to departure
Deposit	100% of holiday cost

Special interest holidays (National Trust, RHS) and all other holidays (continental and non-UK mainland)	
More than 6 weeks prior to departure	6 weeks or less prior to departure
Deposit	100% of holiday cost

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. If any member of your party is prevented from travelling, that person may transfer their place to someone else (introduced by you) providing we are notified no less than two weeks before departure.

4. HOLIDAY ALTERATION BY YOU: Should you wish to make changes to your booking, please advise us as soon as possible. Whilst we cannot guarantee changes can be made to your booking, we will endeavour to meet requests if possible.

5. ALTERATIONS AND CANCELLATIONS BY US: Occasionally, we have to make changes and correct errors both before and after bookings have been confirmed. We may also have to cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so. Most changes are minor in nature and we consider they will not do significantly alter the holiday you have booked, examples of a minor change are: a change of seat number, an itinerary/excursion change such as change of day, destination or transport method, a change of pick up point to an alternative within 10 miles of your original one. Please note that tours involving a ferry crossing are liable to leave very early or even late the previous evening (excluding Isle of Wight tours). Occasionally we have to make a significant change to your holiday. When we refer to a significant change in these Booking Conditions, we mean changes made before departure, such as the following: a change of outward departure point to one more than 10 miles from your original one, a change of destination (i.e. town), a significant change in itinerary, a change of accommodation to that of a lower category for the whole or the majority of your holiday. For significant changes and cancellations, if there is time to do so before departure, we will offer the following options:

- (a) accepting the changed arrangements.
- (b) transferring to an alternative holiday specifically offered by us, of a similar standard to that originally booked if available. We will offer you at least one alternative holiday of equivalent or higher standard for which you will not be asked to pay any more than the price of the original holiday. If this holiday is in fact cheaper than the original one, we will refund the price difference.
- (c) If you do not wish to accept the holiday we specifically offer you, you may choose any other then available holidays. You must pay an applicable price of any such holiday. This will mean you paying more if it is more expensive or receiving a refund if it is cheaper.
- (d) Cancelling or accepting the cancellation in which case you will receive a full and proper refund of all monies you have paid to us. Please note, the above options are not available where any change made is a minor one. Compensation will not be payable and no liability beyond offering the above-mentioned choices can be accepted where we are forced to make a change or cancel as a result of unusual and unforeseeable circumstance beyond our control, the consequences of which we could not have avoided even with all due care.

No compensation will be payable and the above options will not be available if we cancel as a result of your failure to comply with any requirements of these Booking Conditions entitling us to cancel (such as paying on time) or if the change is a minor one. A minor change is any change which taking account of the information you have given us at the time of booking or which we can reasonably be expected to know as a tour operator, we could not expect to have a significant effect on your holiday. In all cases, our liability for significant changes and cancellations is limited to offering you the above-mentioned options and, where applicable, compensation payments. Very rarely, we may be forced by 'force majeure' (see below) to change or terminate your holiday after departure but before the scheduled end of your time away. This is extremely unlikely, but if this situation does occur, we regret we will be unable to make any refunds (unless we obtain refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result.

Force Majeure. Except where otherwise expressly stated in these Booking Conditions, we regret we cannot accept any liability or pay any compensation where the performance of our contractual obligations is prevented or affected or you otherwise suffer any damage or loss as a result of 'force majeure'. In these Booking Conditions 'force majeure' means any event which we or the supplier of the service(s) in question could not, even with all due care foresee or avoid. Such events may include war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

6. PRICING POLICY: All brochure prices are quoted in pounds sterling. The prices apply at the time of publishing and may change before you make your booking. Save where stated otherwise, hotel prices are based on two people sharing the accommodation. We reserve the right to make changes and correct errors in advertised prices any time before your holiday is confirmed. We will advise you of any errors of which we are aware and of the then applicable price at the time of booking. We reserve the right to increase the cost by way of a surcharge if transportation cost, e.g.: fuel, duties, ferry costs or port taxes increase or as a result of fluctuations in the currency exchange rates. We will always bear the first 2% of any such increase.

If any surcharge is greater than 12.5% of the cost of your holiday (excluding insurance premiums and any amendment charges), this will be classed as a significant change and you will be entitled to cancel your booking and receive a full refund of all monies you have paid to us (except for any amendment charges) or alternatively purchase another holiday from us as referred to in clause 5 'Alterations and Cancellations by us'.

Although Insurance (where purchased through us) does not form part of your contract with us or of any 'package', we will consider an appropriate refund of any insurance premiums you have paid if you can show you are unable to use/leave or transfer your policy in the event of cancellation or purchase of an alternative holiday. Where a refund is due, we will pay you the full amount of the decrease in our costs. You have 7 days from the issue date printed on the surcharge invoice to tell us if you want to cancel or purchase another holiday. If you do not tell us that you wish to do so within this period of time, we are entitled to assume that you will pay the surcharge. Any surcharge must be paid with the balance of the cost of the holiday or within 7 days of the issue date printed on the surcharge invoice whichever is the later. We promise not to levy a surcharge within 20 days of the start of your holiday. Please note, changes and errors occasionally occur. You must check the price of your chosen holiday at the time of booking.

7. CONDITIONS OF SUPPLIERS: Many of the services which make up your holiday are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions. 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.

8. SPECIAL REQUESTS: Although we will endeavour to pass any reasonable requests on to the relevant supplier, we cannot promise that any request will be honoured. We will not always be able to tell you before you leave if we cannot meet your special requests and we cannot accept your booking on the proviso that the request is honoured.

9. ITINERARY CHANGES: It may be necessary sometimes at short notice, to make changes to an itinerary due to weather, traffic and road conditions. Regrettably coaches or ships do occasionally break down or certain facilities on board a coach or ship may become faulty. Every effort will be made to rectify such issues as quickly as possible. In some instances it may be necessary to replace the vehicle which cannot be repaired. We cannot accept any responsibility for delays or changes to the itinerary caused by any form of breakdown.

10. TRAVEL DELAY: In the event of a delay on our coach tour of more than 6 hours to the advertised times on any of our holidays, we will do our best to provide meals and refreshments as appropriate.

11. HOLIDAY INSURANCE: It is a condition of booking a holiday with us that you take out either a full insurance policy or, in the case of mainland UK tours, our Home4Sure Assistance. On UK mainland tours which include 1-day excursions to Europe, you will need to take out additional cover (minimum cover required is our Home4Sure Assistance. The insurance we offer is for United Kingdom and Republic of Ireland residents only. Should you decide not to purchase our insurance or Home4Sure Assistance, any you obtain from a third party must offer cover at least as comprehensive as ours. If you purchase our insurance all premiums must be paid as soon as possible as 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 needs.

12. COMPLAINTS PROCEDURE: It is imperative that if you are unhappy about any aspect of your holiday, you raise the matter

IMMEDIATELY with the coach driver or accommodation provider. If you fail to do this and deny us the opportunity to rectify the matter at the time, we shall not accept any responsibility retrospectively. If the matter cannot be resolved immediately, it is a condition that you write to us, quoting your booking reference, with the details of your complaint so that we may commence an investigation. You must send your written complaint to us within 28 days of returning home. We will try and settle the matter amicably but if this is not possible then you may, if you wish, have the matter referred to arbitration under a special scheme, which, though devised by arrangement with ABTA, is administered quite independently. The scheme provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on you in respect of costs. The scheme does not apply to claims for an amount greater than £5,000 per person. There is also a limit of £25,000 per booking form. Neither does it apply to claims which are solely in respect of physical injury or illness or their consequences. The scheme can however deal with compensation claims which include an element of minor injury or illness subject to a limit of £1,500 on the amount the arbitrator can award per person in respect of this element. Your request for arbitration must be received by ABTA within eighteen months of the date of return from holiday. Outside this time limit arbitration under the scheme may still be available if we agree, but the ABTA Code does not require such an agreement. For injury and illness claims, you can request the ABTA Mediation Procedure and we have the option to agree to mediation. Further information on the Code and ABTA's assistance in resolving disputes can be found on www.abta.com.

13. OUR LIABILITY (EVENTS CONNECTED WITH YOUR HOLIDAY PACKAGE):

- 1. We promise to make sure that all parts of the holiday we have agreed to arrange, perform or provide as part of our contract with you are arranged, performed or provided with reasonable skill and care. We will accept responsibility if any death, personal injury, failure or deficiency of your holiday arrangements is caused by any failure by ourselves or our employees (providing they were at the time acting within the course of their employment) or suppliers to use reasonable skill and care in performing or providing the service in question. Please note it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim. We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following:
 - (a) the fault of the person(s) affected or any member(s) of their party or
 - (b) the fault of a third party not connected with the provision of your holiday which we could not have predicted or avoided or
 - (c) an event or circumstance which we, or the supplier of the service(s) in question could not have predicted or avoided even after taking all reasonable care (see 'Force Majeure')
 - (d) the fault of anyone who is not carrying out work for us (generally or in particular) at the time.

In addition, we will not be responsible where you do not enjoy your holiday or suffer any problems because of a reason you did not tell us about when you booked your holiday or where any problems you suffer did not result from any breach of our contract or other fault of ourselves or, where we were responsible for them, our suppliers or where any losses, expenses, costs or other sum you have suffered relate to any business. Please note, we cannot accept responsibility for any private arrangements you make, which do not form part of our contract. This includes, for example, any additional services or facilities, which your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised in our brochure and we have not agreed to arrange them in any excursion you purchase from us.

- 2. The promises we make to you about the services we have agreed to provide or arrange as part of our contract – and the laws and regulations of the country in which your claim or complaint occurred – will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint complied with local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and regulations of the UK which would have applied had those services been provided in the UK. The exception to this is where the claim or complaint concerns the absence of a safety feature, which might lead a reasonable holiday maker to refuse to take the holiday in question.
- 3. We limit the amount we may have to pay you for any and all claims or parts of claims, which do not involve personal injury, illness or death. Except where loss of and/or damage to luggage or personal possessions is concerned or a lower limitation of liability applies to your claim, the maximum amount we will have to pay you for such non personal injury claims if we are found liable to you on any basis is twice the price (excluding insurance premiums and amendment charges paid or on behalf of the person(s) affected in total). This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your holiday.
- 4. Where any claim or part of claim concerns or is based on any travel arrangements including the process of getting on and /or off transport concerned) provided by any sea or road carrier or stay in a hotel, the maximum amount of compensation we will have to pay you will be limited. The most we will have to pay you for that claim or that part of a claim if we are found liable to you on any basis is the most the carrier or hotel keeper concerned would have to pay under the international convention which applies to the travel arrangements or hotel stay in question. 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. This clause is intended to set out our obligations to you as a tour operator/organiser in the light of the Package travel, Package Tours Regulations 1992. Please note, we regret we cannot make any payment to you or any member of your party if the person concerned is not entitled to one from under these regulations.
- 6. You must provide ourselves and our insurers with all assistance we may reasonably require. You must also tell us and the supplier concerned about your claim or complaint. If asked to do so, you must transfer to us or our insurers any rights you have against the supplier or whoever else is responsible for your claim or complaint (if the person concerned is under 18, their parent or guardian must do so). You must also agree to cooperate fully with us and our insurers if we or our insurers want to enforce any rights which are transferred.

14. PASSENGERS WITH HEALTH CONSIDERATIONS: Please note, our holidays may not be suitable for people with certain disabilities, dietary requirements or medical conditions. If you have a disability, coaches can be difficult to get on and off and some of our hotels do not offer ground/door floor accommodation or lifts/easy access. Should any member of your party suffer from any disability or medical condition which may affect their or other people's holidays you must provide full written details at the time you book the holiday including any specific requirements that person has. Additionally at the time you book the holiday you must provide written confirmation that all assistance the disabled person requires will be provided by you. In view of the nature of our holidays, we regret we must reserve the right to decline any bookings whenever we feel unable to accommodate the needs of any particular client or where, in our opinion, the medical condition or disability of the client concerned is likely to have a significant effect on other clients 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 at the time of booking.

15. BEHAVIOUR: When you book with us, you accept responsibility for any damage or loss caused by any member of your party. Full payment for any such damage or loss must be paid to the accommodation manager or other supplier. If you fail to do so, you will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full legal costs) as a result of your actions. In the event of any client behaving in such a way as is likely, (in our reasonable opinion) to cause offence, danger, damage or distress to others, we reserve the right to terminate that person's holiday arrangements and we will not be liable to complete your holiday arrangements and will not be liable for any refund, compensation, or any other costs you have to pay.

16. FINANCIAL PROTECTION: We are members of the Confederation of Passenger Transport UK (CPT) and the Bonded Coach Holiday Scheme (BCH). All holidays in this brochure are fully bonded with BCH which means that you will be fully refunded for any monies you have paid to us in the unlikely event of our insolvency. It also means that if such an event happens whilst you are on holiday you will not be stranded abroad or in the UK and will be transferred back to your home town.

17. IMPORTANT NOTICE: This literature was accurate at the time of going to print. In some cases holidays arranged by us may operate subject to there being a minimum number of persons required. In the event that minimum numbers have not been reached, we reserve the right to cancel your holiday and refund all monies paid. We promise not to cancel for this reason after a final confirmation letter has been sent out to you.

18. OTHER TERMS: In order to ensure the comfort of all passengers on our holidays you are subject to the following requirements:

- (a) You may not bring a pet or any other animal on one of our holidays.
 - (b) You may not play a radio or cassette player on the coach.
 - (c) You are responsible for ensuring that you are at the correct departure point at the correct time, as we cannot be liable for any loss or expense suffered by clients because of their late arrival at any departure point.
 - (d) You must ensure that you have a valid passport and visas (if necessary) and we cannot be liable for any loss or expense suffered if you do not.
 - (e) Although our vehicles have large luggage compartments, we have to adhere to regulations concerning the overall weight of fully laden vehicles. We would, therefore, ask you to restrict your luggage to one medium sized suitcase weighing no more than eighteen kilograms (forty pounds). We cannot accept responsibility at any time for hand luggage.
 - (f) We cannot accept responsibility for any misplaced or damaged luggage, as well as all other personal items.
 - (g) On certain tours your journey may commence late in the evening of the previous day.
- Also:
- (i) It is essential that your luggage has a Just Go Holidays label affixed.
 - (ii) It is a condition of travel that any items of main luggage over and above this maximum are notified, in writing to Just Go Holidays. Wheelchairs and Scooters: We regret that due to space limitations we can only accommodate either 2 wheelchairs or 1 wheelchair and 1 lightweight (approx 15kg) folding mobility scooter on each tour. You must reserve a space at the time of booking and this will be confirmed on our correspondence to you. We reserve the right not to carry wheelchairs or mobility scooters that are not pre-booked. Please ensure that any instruction given by our driver and/or courier, at any time during the holiday, concerning luggage or personal effects, are strictly adhered to.
 - (h) Smoking and the consumption of alcohol is not allowed on coaches operating our holidays. If you ignore this rule and thereby cause inconvenience, distress or disappointment to other passengers, you may be asked to leave.
 - (i) Where the information contained in our brochure is changed or additional information given, due to information supplied by a passenger, for any reason, the passenger must ensure that the information, which they provide us is confirmed to them in writing. No responsibility will be accepted for any loss, damage or disappointment if this procedure has not been followed.
 - (j) Our brochure was accurate at the time of going to print.
 - (k) Some excursions are included in the price and refunds cannot be made for passengers unable to participate in these excursions for whatever reason.
 - (l) Admission fees to buildings, grounds, etc., guided tours and use of leisure facilities are not always included in the price of the holiday.

19. DRIVERS HELP & ASSISTANCE: Please note that drivers are not insured to assist you and therefore any assistance given to you by your driver is at your own risk.

20. CHILDREN: We do not consider our type of holiday suitable for children under five years. Unfortunately, due to our keen prices, we are unable to offer any child discounts.

21. DATA PROTECTION STATEMENT: In order to process your booking and ensure that your holiday arrangements run smoothly and meet your requirements, we need to use the information you provide. The information may include your name, address, age and any special needs, disabilities, dietary or religious requirements etc. We take full responsibility for ensuring that proper security measures are in place to protect your information. We may pass the information onto the relevant suppliers of your holiday arrangements such as airlines, accommodation suppliers, transport companies, insurers etc. The information may also be provided to public authorities such as customs/immigration as required by law. We will not, however, pass any information on to any person not responsible for any part of your holiday arrangements. In making this Booking you consent to this information being passed on to the relevant persons to which you have the right of access.