

# Trading Charter

## 1. WHY SHOULD I READ THIS PAGE?

Because it is very important. Our Trading Charter forms a key part of our agreement with you, and forms the basis of a legally binding contract between you and the lead name making the booking, anyone else in your party and us. When you make this booking as the lead name you undertake that you have the authority to accept, and do accept, on behalf of your party, the terms of these booking conditions. This contract is made subject to the terms of these booking conditions, which are governed by English Law, and the non-exclusive jurisdiction of the English Courts.

## 2. HOW AND WHEN DO I MAKE THIS CONTRACT WITH YOU?

We welcome you making contact with us in a number of ways. You can write to us, telephone us, call at our office or use one of our nominated agents. Whichever way you contact us the contract is made when your booking is entered onto our reservation system and we issue a confirmation of booking. We will send you or your agent the confirmation of your booking within 14 working days. Please check this confirmation very carefully to ensure all the information is correct and tell us, or your agent, immediately of any errors.

## 3. HOW IS MY HOLIDAY MONEY PROTECTED?

In accordance with "The Package Travel, Package Holidays and Package Tours Regulations 1992" all passengers booking with Moving People Limited are fully protected for the initial deposit and subsequently the balance of all monies paid to us, including repatriation if required, arising from cancellation or curtailment of your travel arrangements due to the insolvency of Moving People Limited. There is no requirement for Financial Protection of day trips, and none is provided. This insurance is only valid for packages booked that DO NOT include flights.

Consumer aware: Your booking is insured by IPP Ltd and its panel of insurers. This insurance is only valid for passengers who book and pay directly with/to Moving People Limited. If you have booked and/or paid direct to a Travel Agent for a holiday with ourselves please request proof of how the booking is secured as this will not be covered by IPP Ltd in this instance.

This Insurance has been arranged by Wrightsure Services Hampshire Limited with International Passenger Protection Limited and is underwritten by certain Underwriters at Lloyd's.

## 4. WHEN DO I NEED TO PAY FOR MY HOLIDAY AND HOW MUCH?

a) At the time of booking you will need to pay a deposit for each person named on the booking. The balance must be paid before the date on your confirmation invoice. Where you use an agent, they may require you to pay them earlier than this date and will advise you separately of their balance due date. If you book within our balance due period you will need to pay the total holiday cost at the time of your booking.

b) If you do not pay the outstanding balance for your holiday on or before the date when it is due, we may cancel your booking and you will be required to pay the cancellation charges detailed in [section 10](#). The date of cancellation will normally be the date you confirm in writing that you intend to cancel or 15 days after the balance due date, whichever comes first.

c) The deposit amount is £40 per person. Your balance is due 8 weeks prior to departure. Where optional items are purchased as part of the tour package, these are payable on the balance due date, except where items, such as theatre tickets have been specifically purchased for you. In this case the cost will be payable at a separate date notified to you, and will not normally be refundable unless we obtain a refund from the supplier we use.

## 5. IF I USE AN AGENT WHO DOES MY MONEY BELONG TO?

Your agent will hold your deposit on your behalf until we issue a confirmation of your booking. The agent then holds this money on our behalf. The agent holds any balance you pay on our behalf until the date the balance is due. The agent will then forward to us.

## 6. CAN YOU CHANGE THE PRICE OF MY HOLIDAY AFTER YOU HAVE ISSUED THE BOOKING CONFIRMATION?

Yes we can, but only in very limited circumstances. The price of your holiday is subject to change for an increase or decrease in any of the following costs: - transportation costs including fuel (including fuel tax) - ferry operator fares and tolls - embarkation or disembarkation fees at terminals - exchange rates applied to the particular holiday booked - dues and taxes (including the rate of VAT). If this means paying more than an extra 10% on the holiday price, you will be entitled to cancel your holiday with a full refund of all money paid. Should you decide to cancel because of this, you must exercise your right to do so within 14 days from the issue date printed on the revised invoice. Alternatively, you may prefer to take a comparable alternative holiday, if available. Details of which will be provided with the revised invoice. We will not surcharge you after the date that your balance is paid, unless the change relates to any amount set by or payable to a government of a country forming part of the holiday, and even then no surcharge will be imposed less than 30 days pre-departure. Where there is a decrease in the above costs, the price of your holiday will be reduced and a refund given. The prices, terms and dates will be those used for applying any increase. Holiday prices include all coach travel, hotel accommodation and meals as specified in the holiday description and VAT @ 20% on hotels and meals and zero rated on coach travel. Morning coffee, afternoon tea and other refreshments are not included. Some hotels make an additional charge for portering and tea and coffee served after dinner. Gratuities to the hotel staff and driver/courier are at your discretion.

## 7. CAN I CHANGE MY HOLIDAY ARRANGEMENTS?

After we have issued our booking confirmation, we will do our best to accommodate any changes you may want to make but we cannot guarantee to do so. Any changes must be notified to us in writing and signed by the lead passenger. If we are able to make the changes an amendment fee of £20 per passenger will be payable plus any additional charge for the facilities requested. Any significant alteration after the balance due date will be treated as a cancellation of the original booking and will be subject to the cancellation charges detailed below. A significant alteration would include a change of departure date, holiday or hotel or number of people travelling.

## 8. CAN I TRANSFER MY BOOKING TO SOMEONE ELSE?

You can transfer your booking to someone else provided you give us reasonable notice. This person must be able to satisfy all the conditions for the holiday and a change cannot normally be made later than 14 days prior to departure. Notification must be made in writing to our office by the lead passenger. We will make an administration charge of £20 per person for every transfer we make, plus any reasonable additional costs caused by the transfer. You will remain responsible for ensuring that the holiday is paid for by the balance due date.

## 9. HOW CAN I CANCEL MY HOLIDAY?

You or any member of your party may cancel at any time, provided that the cancellation is made by the lead passenger and is communicated to us in writing, via the office at which you made your original booking. You will have to pay cancellation charges set out in the scale below to cover our estimated loss resulting from the cancellation. If you are insured against cancellation you may be able to recover the charges from your insurers. Your cancellation will take effect from the date when either the travel agent or we receive your written confirmation of your cancellation. You must also return any tickets or vouchers that you have received. A reduction in room occupancy may increase the charges for the remaining passengers by the application of supplements for low occupancy of rooms.

## 10. SCALE OF CANCELLATION CHARGES

Period before departure with which written cancellation is received	Amount of cancellation charge shown as a percentage of your holiday price
Prior to 56 days before departure date	Deposit only
29 to 56 days before departure date	45% of holiday cost
14 to 28 days before departure date	60% of holiday cost
1 to 13 days before departure date	100% of holiday cost

## 11. WHAT HAPPENS IF YOU CHANGE MY HOLIDAY?

The arrangements for your holiday will usually have been made many months in advance. Sometimes changes are unavoidable and we reserve the right to make them. Most of these changes are likely to be minor and we will do our best to keep you informed. We will tell you before your booking is confirmed if we are aware of any changes since the brochure was published. If, after booking and before departure, we make a significant change to your holiday you will have the option of withdrawing from the holiday without penalty, or alternatively you may transfer to another holiday without paying an administration fee. A significant change would involve a change in departure date or departure point, location of resort or quality of hotel (excluding single overnight hotels on touring holidays) or the specification of the coach. We require a minimum number of passengers to book in order to be able to operate tours from this brochure. In the event that we do not receive the minimum number of bookings, we reserve the right to cancel your holiday. If you withdraw from the holiday because we have made a significant change or if we have to cancel your holiday for any reason other than non-payment by you, we will offer you the choice of: - A comparable replacement holiday if available; OR - A replacement holiday of lower quality together with a refund of the price difference; OR - A full refund of the money you have paid. When we have notified you of the changes and options available, you must tell us your decision as soon as possible and within any timescale we may need to set bearing in mind the need to safeguard the holiday arrangements of other customers. If, after departure, we need to make a change to a significant proportion of your holiday, we will do our best to make suitable alternative arrangements at no extra cost to you. If it proves impossible to make suitable alternative arrangements or if you have reasonable grounds for refusing the alternative offered, we will arrange transport back to your point of departure or to an alternative location that we agree to.

## 12. WHAT IS THE EXTENT OF YOUR LIABILITY?

We accept responsibility if you, or any member of your party, is killed or injured as a result of an activity forming part of your holiday arrangements which you booked with us before your departure; or if any part of your holiday arrangements, booked with us in the UK, is not as described in the brochure or not of a reasonable standard; if the failure in your holiday arrangements or any death or personal injury is due to any fault on our part, or that of our agents or suppliers, whilst acting in the course of their employment. We do not accept responsibility if the failure, death or personal injury is not caused by any fault of ours or of our agents or suppliers or is caused by you or someone not connected with your holiday arrangements; or if the failure, death or personal injury is due to unusual or unforeseen circumstances which, even with all due care, we, or our agents or suppliers, could not have anticipated or avoided. Where you, or any member of your party, participate in sports or any other activity that involves an element of risk whilst on holiday and this has been arranged completely independently of Moving PEOPLE Ltd, it should be understood that participation is at the individual's own risk and it is their own responsibility to obtain the relevant insurance. For claims that do not involve personal injury, illness or death, the most we will have to pay if we are liable to you is the price the person affected paid for their holiday (not including insurance premiums and amendment charges). We will only have to pay this maximum amount if everything has gone wrong and you have received no benefit from your holiday. Moving PEOPLE Ltd do not accept any liability for any changes or delays to any form of transportation where this does not form any part of the holiday you have booked. If you or any member of your party is killed, injured or becomes ill as a result of transport by ship, train or coach, any liability which we may have to pay compensation is limited in line with the Athens Convention (applies to transport by ship), the Berne Convention (applies to transport by rail) and the Geneva Convention (applies to transport by road). You can get copies of the relevant conventions from us if you ask. You should also note that these conventions may limit or remove the carrier's liability to you and the amount that the carrier has to pay you. If we make any payment to you or any member of your party for death, personal injury or illness, you will be asked to assign to us or our insurers the rights you may have to take action against the person or organisation responsible for causing the death, personal injury or illness. Our suppliers (such as accommodation or transport providers) have their own booking conditions or conditions of carriage, and these conditions are binding between you and the supplier. Some of these conditions may limit or remove the relevant transport provider's or other supplier's liability to you. You can get copies of such conditions from our offices, or the offices of the relevant supplier.

## 13. WHAT DO I NEED TO DO IF I HAVE TO COMPLAIN?

If you have a complaint during your holiday you should tell the driver/representative or supplier at the earliest opportunity, so that they can do their utmost to resolve the problem immediately. If they are unable to resolve the problem to your satisfaction and you remain dissatisfied on your return from holiday you should write within 28 days to Moving PEOPLE Ltd, Hawkside, Longsight Road, Clayton-le-Dale, Blackburn BB2 7JA. In your letter you will need to quote your booking reference number, holiday number and departure date. If you do not tell us at the earliest opportunity about a problem giving rise to your complaint we cannot take steps to investigate and rectify it. In deciding how to respond to your complaint we will take into account the date you first drew the problem to the attention of our driver/representative or supplier.

## 14. WHAT HAPPENS TO COMPLAINTS?

All complaints that are received are fully investigated. Sometimes the investigations can take time when awaiting a response from a hotelier, etc. We can normally agree on amicable settlement for the very few serious complaints we receive, if the complaint is found to be genuine.

## 15. COACH SEATING

There is a seating plan (see page 36) of the coach for each holiday, but it is possible that on occasions operational reasons will require a coach with a different configuration to be used. We therefore reserve the right to alter a coach seating plan and allocate seats other than those you have booked. Requests for particular seats can be made on most holidays when booking but because allocations are made on a first come, first served basis, you are recommended to book early. When your booking is confirmed you will be offered the best seats that are available at that time. If you know someone who may want to book later but sit near you, please discuss this with the booking clerk at the time you make your booking. Specific seats will not be allocated on coaches that operate on feeder services between joining points and main holiday departure points, or on coaches which carry out transfers to and from seaports or airports.

## **16. HEALTH & SAFETY ON HOLIDAY**

Your GP or your travel agent can provide you with the leaflet "Health Advice for Travellers", published by the Department of Health. Some people may be at risk from discomfort or deep vein thrombosis (DVT) if they remain immobile on a journey for a long period of time. If you are planning to undertake a bus or coach journey of more than three hours you should consult your doctor if you have ever had DVT or pulmonary embolism, a family history of clotting conditions, cancer or treatment for cancer, a stroke, heart or lung disease, or if you have had major surgery in the past three months. We reserve the right to refuse any booking in the absence of a doctor's certificate confirming that you are fit to travel. During the journey we will provide comfort stops as frequently as possible. During these stops you are encouraged to get off the coach and walk around. Exercise reduces any discomfort that may be caused by periods of immobility. During any journey you should drink alcohol only in moderation as it leads to dehydration.

## **17. PASSENGER BEHAVIOUR**

We want all our customers to have a happy and carefree holiday, but you must remember that you are responsible for your behaviour and the effect it may have on others. If you or any member of your party is abusive, disruptive or behaves in a way which, in our reasonable opinion, could cause damage or injury to others, or affect the enjoyment of their holiday, or which could damage property, we have the right after reasonable consideration, to terminate your contract with us. If this happens we will have no further obligations or liability to you. The coach driver/representative, ship's captain, or authorised official of other means of transport is entitled to refuse you boarding if in their reasonable opinion you are unacceptably under the influence of drink or drugs, or you are being violent or disruptive. If you are refused boarding on the outward journey, we will regard it as a cancellation by you, and we will apply cancellation charges according to the scale shown on opposite page. If the refusal is on the return journey we have the right to terminate the contract and will have no further obligations or liability to you. We request that mobile telephones are not used on the coach, in order to avoid disturbance to other passengers. We request that you do not play a radio or cassette without the use of earphones.

## **18. NO SMOKING POLICY**

We operate a strict no smoking policy on all our coaches. We make frequent comfort stops. The no smoking policy of other carriers and suppliers will vary and will be supplied on request if you contact their appropriate head offices.

## **19. PETS**

We do not allow pets to be taken on our holidays. Registered Assistance Dogs will normally be accommodated on UK holidays.

## **20. PICK-UP POINT, ITINERARIES, TRAVEL DOCUMENTS AND PASSPORTS**

You are responsible for ensuring that you are at the correct departure point, at the correct time, with the correct documents, and we cannot be held liable for any loss or expense suffered by you or your party because of an incorrect passport or late arrival at the departure point. When you have paid the balance your tickets and luggage labels will be sent to you (or your travel agent) approximately 7-10 days before departure. Your ticket will show both the time and place of departure. Please notify the office at which you made your booking if you have not received your ticket within 7 days of the departure date or if you lose your ticket. Certain documents, for example, theatre tickets, air or boat tickets may have to be retained and your driver/courier will issue them at the relevant point. If you lose a travel document after it has been issued to you we will require you to meet the direct cost charged by the carrier/supplier for the issue of a duplicate or replacement. Moving PEOPLE Ltd reserve the right to modify itineraries to conform with requests from the competent authorities through which the tour will operate. Operational problems can dictate short notice changes and bookings can only be confirmed if you are able to travel by other means. Included excursions are detailed on the relevant brochure page and refunds will not be made for any excursion not taken. Optional excursions may be booked and paid for in resort but these will not form part of the package booked with us. Admission fees to buildings, grounds, etc. included in the tour itinerary are included in the price of the holiday unless otherwise stated on the relevant brochure page.

### **WHAT HAPPENS IF I AM DELAYED?**

Your travel insurance may cover you for some delays. Where you are delayed for more than six hours in any one day we will seek to minimise any discomfort and where possible, arrange for refreshments and meals.

## **21. WHAT ASSISTANCE WILL YOU GIVE ME IF THINGS GO WRONG WHEN IT'S NOT YOUR FAULT?**

If you, or any member of your party, suffer death, illness or injury whilst overseas arising out of an activity which does not form part of your package, travel arrangements or an excursion arranged through us in the UK, we shall at our discretion, offer advice, guidance and assistance. Where legal action is contemplated and you want our assistance, you must obtain our written consent prior to commencement of proceedings. Our consent will be given subject to you undertaking to assign any costs, benefits received under any relevant insurance policy to ourselves. We limit the cost of our assistance to you and any member of your party to £5000 per party.

## **22. SPECIAL NEEDS**

Please notify us before you book if you or any member of your party has special needs or suffers from any disability. We are keen to plan arrangements for your holiday so that special needs and requests can be accommodated as far as possible. If you will need assistance or special facilities in the hotel, or may have difficulties in taking part in excursions or boarding and travelling on the coach or other means of transport you must let us know in advance. Not all the holidays in this brochure may be suitable for you. We want you to enjoy your holiday and will try to help you select an appropriate trip. If you need advice or further information either you or your booking agent should contact us.

## **23. SPECIAL CARE FOR THE DISABLED**

The holidays in this brochure have been carefully planned to include as much of interest as possible. Inevitably some of the holidays include lengthy periods of travel and some walking on sightseeing excursions. Additionally, many of the hotels will have steps to contend with and may not possess lifts, and although we try our best to look after disabled passengers, it is important that you advise us of any special requirements at the time of booking. It is not always possible for our driver(s) to provide a sufficient level of care particularly in the case of single travellers with severe mobility problems and we advise that single travellers with such problems have a travelling companion to assist. We will make every endeavour to minimise the discomfort and inconvenience, but for obvious reasons are unable to make any guarantees.

## **24. WHEELCHAIRS AND MOBILITY SCOOTERS**

Transportation of wheelchairs and scooters is at the passenger's own risk and we cannot be held responsible for any damage to them. Passengers must be able to assemble and dismantle their own scooters (into no more than 5 pieces) and each piece must weigh no more than 40lbs. You must notify of this at the time of booking.

## **25. FIRE REGULATIONS**

All hotel customers MUST be able to use the stairs to get themselves downstairs in case of emergency. Lifts cannot be used in case of fire and fire services will no longer be able to assist clients downstairs. Guests unable to get themselves downstairs in an emergency situation can only be accommodated on the ground level.

## 26. SPECIAL REQUESTS

If you will require a special diet please tell us before booking, or as soon as you are medically advised, and send us a copy of the diet. We will notify the hotel or hotels on your holiday but please note that some hotels may not have facilities to cope with special diets and we cannot be held liable for their failure to do so. Where we think this is likely to happen we will tell you prior to your booking confirmation being issued, so that you can exercise your right to cancel your holiday booking without charge. You must pay any extra costs incurred to the hotel prior to departure from the hotel. You should also detail any other requests, for example, low floor rooms, particular rooms or locations. We will pass your request to the relevant supplier but this does not necessarily mean that your request will be fulfilled. If a request can be fulfilled you may incur an extra charge payable either to us or direct to the hotel. Please note that **requests cannot be guaranteed** unless we confirm on your booking confirmation that this is a guaranteed requirement.

## 27. SINGLE OCCUPANCY

On any holiday there are only a limited number of single rooms. When a single room is available it may be subject to a supplementary charge and this will be shown on the holiday page. Once all single rooms are sold we may be able to offer a double room for single occupancy at a higher supplement.

## 28. DOOR TO DOOR TRANSPORT

We provide inclusive door to door transport from your home to Rochdale or Blackburn on the basis that your home is located within a reasonable travelling distance of these locations. You are welcome to join us from further afield but we reserve the right to impose an additional charge and/or arrange an alternative meeting point for the coach, by mutual agreement.

## 29. LUGGAGE

In the interest of the health and safety of our staff we require that you keep your luggage to one medium suitcase weighing no more than 40lbs (18 kilos) per person. In addition, each passenger is allowed one piece of hand luggage of such a size that it can be stowed on the luggage rack or under your seat. May we remind you that Moving PEOPLE Ltd cannot be held responsible for luggage or personal belongings carried on our vehicles. It is the passenger's responsibility to ensure that their luggage is loaded on and off vehicles. Moving PEOPLE Ltd cannot accept liability for lost luggage unless this requirement is complied with.

## 30. LOST PROPERTY

Any item of lost property will be held for a period of one month following the return of the holiday in accordance with minimum regulation laid down by the Road Traffic Act 1960 and The Public Services Vehicles (Lost Property) Regulations 1995.

## 31. OUR RESPONSIBILITY TO YOU

We accept responsibility for ensuring that all component parts of your holiday as described in this brochure are supplied to you at a reasonable standard and this includes optional excursions purchased through our employees or agents. If any such part is not provided in the advertised manner, we will pay you reasonable compensation unless the non-provision was due to circumstances which we could not predict and which were beyond our control, such as adverse weather, road or traffic conditions. Please remember that some amenities (e.g. hotel lifts, swimming pools, etc.) require servicing and may not therefore be available at some times. Some services may be affected by weather conditions and their availability is at the discretion of the provider of the service. Entertainment (particularly live entertainment) provided by the hotels is frequently subject to demand and its nature and/or frequency may be varied if there is lack of demand or insufficient numbers staying in the hotel. Some excursion itineraries include the use of ferries and other forms of transport that can be affected by inclement weather, and may have to be cancelled or arrangements changed. Whenever possible a suitable alternative excursion will be offered. The published running times of service are estimates only and we will not be liable for any loss (howsoever caused) arising from the delay or failure to operate services in accordance with published timings.

## 32. ENTERTAINMENT

Some of the hotels used arrange additional entertainment. Where this is part of the holiday details are given on the respective brochure page. Where it is not specified it may still be available but is at the discretion of the hotel and is not guaranteed. It may be withdrawn if there is a lack of demand or for operational reasons.

## 33. GENERAL DATA PROTECTION REGULATIONS (GDPR)

In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements we, and your travel agent, need to use the information you provide such as name, address, any special needs/dietary requirements, etc. We take full responsibility for ensuring that proper measures are in place to protect your information. We must pass the information on to the relevant suppliers of your travel arrangements such as hotels, transport companies, etc. The information may also be supplied to security or credit checking companies, public authorities such as customs/immigration if required by them, or as required by law otherwise, we will never pass on or sell your personal information. Your data controller is our Administration Manager. You are entitled to a copy of your information held by us. If you would like to see this, please contact us. We retain your full contact details and other information in secure files and electronic storage facilities. We may use this information to contact you by mail, telephone or electronic means. We will provide you with details of other goods and services including those of selected third parties. If you do not wish to receive the further information about products and services (from either third parties) or ourselves, please write to the data controller.