

# HOLIDAY TRAVEL INSURANCE

Our Client Holiday Travel Insurance is available for all eligible passengers travelling on our holidays which is arranged by Wrightsure Services (Hampshire) Limited and underwritten by AWP P&C SA and administered in the UK by Allianz Partners, a trading name of AWP Assistance UK Ltd. AWP Assistance UK Limited is registered in England (registration number 1710361). Registered office: PO Box 74005, 60 Gracechurch Street, London, EC3P 3DS. AWP Assistance UK Limited is authorised and regulated by the Financial Conduct Authority (FCA) (Firm reference number 311909).

AWP P&C SA is authorised and regulated by L'Autorité de Contrôle Prudentiel et de Résolution in France. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority (Firm reference number 534384) and limited regulation by the Prudential Regulation Authority.

Wrightsure Services (Hampshire) Ltd is authorised and regulated by the Financial Conduct Authority (their registration number is 311394) and is permitted to advise on and arrange general insurance contracts. You can check these details online using the Financial Services Register (accessible from <https://register.fca.org.uk>) or by contacting the Financial Conduct Authority Consumer Helpline on 0800 1116768.

Should you wish to take out this travel insurance please include the appropriate premium when booking your holiday.

## DEMANDS AND NEEDS

This insurance policy will suit the demands and needs of an individual or group (where applicable) who have no excluded medical condition(s), are travelling in countries included within the policy terms and who wish to insure themselves against unforeseen circumstances/events detailed in the cover section below. Subject to the terms, conditions and maximum specified sums insured.

## IMPORTANT

We will not provide you with advice about the suitability of this product for your individual needs but will be happy to provide you with factual information.

We summarise below the details of the insurance cover provided which also includes 24-hour emergency service from Allianz Assistance.

The following is a brief summary of the cover available. Full details of cover and exclusions will be forwarded with your confirmation of booking. In any event you may ask for a specimen copy of the policy wording before booking should you wish to examine this in advance.

## SUMMARY OF COVER

**PLEASE SEE THE POLICY WORDING FOR FULL DETAILS OF THE COVER, LIMITATIONS AND EXCESSES, A SPECIMEN COPY OF WHICH IS AVAILABLE UPON REQUEST.**

COVER	SUM INSURED	EXCESS
Trip Cancellation	Up to £3,000	£75*
Trip Interruption	Up to £3,000 (Extra Accommodation Sub-Limit £500)	£75
Travel Delay	Up to £300	Nil
Baggage	Up to £1,500 (£200 High Value Item Limit)	£75
Baggage Delay	Up to £100	12 Hours
Emergency Medical Expenses	Up to £1,000,000	£75
Emergency Transport	Unlimited (Reasonable Cost)	£75
Personal Liability	Up to £1,000,000	£75
Travel Accident	Up to £10,000	Nil
Loss of Travel Documents	Up to £200	Nil
Personal Money	Up to £200	£75

\* Excess only applies for cancellation of a journey over three days in duration (Nil for Loss of Deposit).

## Health Declaration & Health Exclusions

It is very important that you read the following and, where necessary, declare any pre-existing medical conditions.

## For UK, Channel Islands and Isle of Man trips only (except Air & Cruise Holidays)

You will not be covered under this policy for any claims arising as a direct or indirect of any pre-existing medical condition, unless you can comply with the following:

1. You are fit to travel and undertake your planned trip when you take out this policy, book your trip or at the time you travel (whichever is later).
2. Following any claim investigation, your doctor confirms they would have agreed with or recommended your travel plans when you took out this policy, booked your trip or at the time you travelled (whichever is later).

3. You are not travelling for the purpose of having medical treatment or a consultation during your trip.

4. You are not awaiting any medical tests, investigations or surgery, or the outcome of any tests or investigations when you take out this policy or book your trip (whichever is later).

## For trips outside of the UK plus all Air & Cruise Holidays

You will not be covered for any claims arising as a direct or indirect result of any pre-existing medical condition if, in the 12 months before taking out this policy or booking your trip (whichever is later), you:

1. Were prescribed medication;
2. Received treatment or consulted a doctor or other medical practitioner for any medical condition;
3. Attended a hospital or a clinic as an outpatient or inpatient;
4. Were referred for tests, investigations, treatment or surgery, or are waiting for either results or a diagnosis;
5. Had any symptoms of an undiagnosed medical condition or have had a terminal illness;

unless you told us about the pre-existing medical condition and we have agreed in writing to cover it.

To declare a pre-existing medical condition(s), you should contact insurers confidential medical screening service on 023 92 41 9063 as soon as possible after taking out this insurance policy and/or booking your trip.

Based on the medical information you provide, it will be confirmed to you if cover can be offered for your declared pre-existing medical condition (or conditions), and if an extra premium needs to be paid. Occasionally, insurers may need you to get extra medical information (at your cost) from your doctor to enable us to make a decision.

If an extra premium is required, cover will not start until this has been paid in full and we have issued written confirmation.

If we are unable to cover the pre-existing medical condition (or conditions), this will mean that you and any other person insured by us will not be covered for any directly or indirectly related claims arising from the pre-existing medical condition (or conditions). This applies even if the person with the pre-existing medical condition (or conditions) decides to buy cover from another provider.

Each person insured by us would still be covered for any unrelated (or conditions), subject to the terms and conditions of this policy.

## FOR ALL TRIPS:

You will not be covered if:

- Following any claim investigation, your doctor confirms they would not have agreed with or recommended you travel as planned either when you took out this policy, booked your trip or at the time you travelled (whichever is later).
- You know you will need medical treatment or a consultation at a medical facility during your trip.
- You are travelling specifically for the purpose of having surgery, medical procedures or hospital treatment, whether medically necessary or not.
- You had been diagnosed with a terminal illness prior to the date you took out this policy or booked your trip (whichever is later).

Exclusions relating to the health of someone not insured on this policy, but whose health may affect your decision whether to take or continue with your trip:

You will not be covered for any directly or indirectly related claims (see note at the end of this section) arising from the health of a travelling companion, someone you were going to stay with, a family member or a business associate if at the time your policy was issued:

- You were aware they had undiagnosed medical condition(s) for which they were awaiting tests, investigations or the results of these;
- You were aware that their medical condition(s) were unstable, were likely to get worse in the next 12 months or they had been diagnosed as having a terminal condition.

Note: Only claims relating to a medical condition where any of the above apply will be affected. This includes indirectly related claims. For example, if someone breaks a bone and a doctor confirms it is related to an existing diagnosis of osteoporosis (brittle bone disease), this would not be covered if we have not agreed in writing to cover the osteoporosis.

## Level of medical cover provided

This is not a private medical insurance policy and only gives cover for emergency medical treatment and/or transport in the event of an accident or unexpected illness occurring during your trip.

This also means that any other person insured by us will not be covered for any directly or indirectly related claims arising from the pre-existing medical condition (or conditions). This applies even if the person with the medical condition (or conditions) decides to buy cover from another provider.

# HOLIDAY TRAVEL INSURANCE (Continued)

## RESIDENCY

You must have your primary residence in and be registered with a doctor in the UK, the Channel Islands or the Isle of Man; and have not spent more than six months abroad during the 12 months before this policy was issued or your trip was booked (whichever is later).

## SIGNIFICANT EXCLUSIONS

- Any existing medical conditions unless they have been declared to (where appropriate) and accepted by the insurer.
- Your intentional self-harm or if you attempt or commit suicide.
- An epidemic or pandemic, except when an epidemic or pandemic is expressly referenced in and covered under Trip Cancellation, Trip Interruption, Travel Delay or Emergency Medical/Dental Cover Abroad.
- Terrorist events.
- Any travel supplier's complete cessation of operations due to financial reasons, with or without involving insolvency or bankruptcy.

For full terms and conditions and your policy contact details please refer to your policy wording.

## How to make a claim

All claims should be made direct to Allianz Assistance. Please visit the website [www.allianz-protection.com](http://www.allianz-protection.com). This will lead you to insurers online claims notification service where claim forms can be completed directly from the site. Alternatively, please phone 0208 666 9233 and ask for a claim form alternatively write to: Wrightsure Travel Claims c/o Allianz Partners, PO Box 528, Manchester, M28 8FQ, or email [travel.claims@allianz-assistance.co.uk](mailto:travel.claims@allianz-assistance.co.uk)

## Protecting your information

We will only use your personal details in line with our Privacy Notice. This can be found on our website or is available in hard copy format upon request and

you should read this carefully and contact us immediately if you have any queries. Your personal information includes all of the details you have given us to process your insurance policy (we will not ask for more information than is necessary). We may share your data with Third Parties for the provision and ongoing performance of your insurance policy. Your data may be transferred outside the UK. All of the personal information you supply to us will be handled strictly in accordance with the applicable Data Protection regulations and legislation.

Ellen Smith (Tours) Limited is an appointed Representative of Wrightsure Services (Hampshire) Limited who are authorised and regulated by the FCA (their registration number is 311394) and which is permitted to advise on and arrange general insurance contracts.

You can check these details online using the Financial Services Register (accessible from [www.fca.org.uk](http://www.fca.org.uk)) or by contacting the Financial Conduct Authority Consumer Helpline on 0800 111 6768.

Should you have personal circumstances, for which you may need additional support or accommodations, please let us know and we will do our best to support you. These could include issues with sight, hearing impairments, capability restrictions, welfare/health issues or anything else you feel is important for us to know about.

If our chosen insurance provider, Wrightsure Services (Hampshire) Limited are unable to offer you the travel insurance cover you require, or your premium is higher than you expected because you have serious medical conditions, you may be able to get help by accessing the Money and Pensions Service travel directory or by calling 0800 138 7777 (lines are open Monday to Friday, 8am to 6pm).

Please note: The insurance product and premiums detailed are correct at the time of publication and may be subject to change at any time.

# TRADING CHARTER & BOOKING CONDITIONS

## 1. Financial Protection

Your contract is with Ellen Smith (Tours) Ltd, Globe House, Moss Bridge Road, Rochdale, OL16 5EB. When you book a holiday with us, which does not include a flight, the money you pay us for the booking will be protected by Bonded Coach Holidays (BCH) and the Association of Bonded Travel Organisers Trust Limited (ABTOT), this is a Government approved consumer protection scheme. The scheme will also ensure your repatriation in the event the company becomes insolvent. Our Trading Charter and Booking Conditions set out clearly and simply the responsibility we have to you and in turn, you have with us, when a contract is made. Please see the Consumer Guarantee at <https://www.abtot.com/bch-abtot-members-directory/> There is no financial protection if you purchase just transport or accommodation-only from us. We fully comply with the Package Travel and Linked Travel Arrangements Regulations 2018. The combination of travel services offered to you is a package holiday within the meaning of the Regulations. Therefore, you will benefit from all rights applying to package holidays. Ellen Smith (Tours) Ltd will be fully responsible for the proper performance of the holiday and providing assistance if you are in difficulty. Your key rights will be in the details of the tour which will be provided prior to booking.

## 2. Booking and Payment

When a booking is made, the 'lead name' on the booking guarantees that he or she is 18 or over and has the authority and accepts on behalf of the party the terms of these booking conditions and pays the deposit indicated in the brochure and as confirmed in the pre-contract information. After we receive your booking and all appropriate payments, if the arrangements you wish to book are available, we will send you or your booking agent a confirmation invoice within 14 days. This confirmation will include any special requests we have agreed. All monies paid to your booking agent are held by them on your behalf until we issue our confirmation invoice, thereafter your booking agent holds the money on our behalf. A binding agreement will come into existence between us when we dispatch this invoice to the 'lead name' or your booking agent. Please check the confirmation carefully to ensure all the information is correct. This contract is governed by English Law, and the jurisdiction of the English Courts.

Single occupancy of rooms, when available, may be subject to a supplementary charge and these will be shown in the brochure. You can book by paying a deposit for each person named on the booking, but our commitment is always conditional upon the balance being paid as below.

## Deposit £75.00 per person.

The balance of the price of your holiday must be paid at least 8 weeks before your departure. If you book within our balance due period, you will need to pay the total holiday cost at the time of booking. If the balance is not paid in time,

we reserve the right to cancel your holiday, retain your deposit, and apply the cancellation charges set out in the paragraph below. The date of cancellation will normally be the date we receive your written confirmation that you intend to cancel or 15 days after the balance due date, whichever comes first.

Where optional items are purchased as part of the holiday, 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 refunded unless we obtain a refund from the supplier we use.

## 3. Brochure Accuracy

Although Ellen Smith (Tours) Ltd make every effort to ensure the accuracy of the brochure information and pricing, regrettably errors do sometimes occur. You must therefore ensure you check the price and all other details of your holiday with us at the time of booking and when you receive our confirmation invoice.

## 4. Our Pricing Policy

Ellen Smith (Tours) Ltd endeavour to ensure that the most up to date and correct prices are shown in our brochure. Occasionally, an incorrect price may be shown, due to an error. When we become aware of any such error, we will endeavour to notify you at the time of booking (if we are then aware of the mistake) or as soon as reasonably possible. We reserve the right to cancel the booking if you do not wish to accept the price which is applicable to the holiday. Local Authorities in many towns and cities throughout Europe have introduced new tourist taxes which must be paid directly to the hotel by all guests in person. These taxes are not included in our prices, but we will notify you when applicable.

Holiday prices include all travel, hotel accommodation and meals as specified in the holiday description and VAT payable in the UK where applicable. The price of the holiday will not be subjected to any surcharges except those 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). Even in these cases we will absorb the cost equivalent to cost of the first 2% of the holiday price. Amounts more than this plus £1 administration fee and Travel Agents commission will be surcharged to you. If this means the total cost of the holiday increases by more than 8% then you are entitled to cancel your holiday and receive a full refund of all monies paid except any insurance premium and amendment charges. We will communicate the options with you either through email or letter, with a reminder if necessary. If you exercise the right to cancel, we must receive written notice within 20 days of the date of the surcharge invoice. The currency exchange rate used in the holiday costings are based on rates as at 31st October 2024.

# TRADING CHARTER & BOOKING CONDITIONS

## 5. If you change your booking

If, after our confirmation has been issued, you wish to change to another of our holidays or change departure date, we will do our utmost to make the changes, but we cannot guarantee to do so. However, notification must be received in writing at our offices from the person who signed the booking form, at least 8 weeks before departures. This must be accompanied by a payment of £25.00 to cover our administrative costs, plus costs we incur in making the amendment. Alterations cannot be made within 8 weeks of departure and any such request for an alteration will be treated as a cancellation of the original booking and will be subject to the cancellation charges set out in paragraph below. Some arrangements cannot be changed without paying a cancellation charge of up to 100% of the ticket cost.

## 6. Transferring your booking

You can transfer your booking to somebody else, but the person must satisfy all the conditions of the holiday and you must inform us either by letter or email no less than 7 days before departure. This transfer will cost £25.00 plus reasonable costs to make the transfer. You will remain responsible for ensuring payment before the balance due date. This is in addition to (and does not affect) the separate liability of the transferee to us.

## 7. If you need to cancel your holiday

You or any member of your party, may cancel your holiday at any time provided the cancellation is made by the person signing the booking form and is communicated to us in writing via the office who made your original booking. You must pay cancellation charges to cover our administration costs. Your cancellation will take effect from the date on which we or our agent receive your written confirmation of your cancellation. You must also return any tickets or vouchers 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. Where bought in supplies, such as ferries, hotel accommodation etc have been bought in on your behalf, and where the terms and conditions of the supplier are non-refundable, these products will be charged to you at the full retail rate. If this applies, the non-refundable items will be deducted from your holiday costs and the following scale of charges will be applied to the remainder:

Period before departure within which written cancellation of package price is received	Amount of cancellation charge as a % of total package cost
More than 56 days	Deposit only
55 - 29 days	30% or Deposit, if greater
28 - 15 days	50%
14 - 8 days	70%
7 days and up to departure day or later, including voluntary termination during the package	Total package cost

You may cancel your holiday without paying any termination fee before the start of the holiday, in the event of unavoidable and extraordinary circumstances occurring at the place of destination or its immediate vicinity, for instance, if there are serious security problems at the destination which are likely to affect the package.

## 8. Alterations to your holiday by us

We hope that we will not have to make any change to your holiday but, because our holidays are planned many months in advance, we sometimes do need to make minor changes. We reserve the right to do this at any time. We will let you or your booking agent know about any important changes as soon as possible, including the minimum number of passengers required on the trip. If after booking, and before departure, we make a major change to your holiday, you will have the option of withdrawing from the holiday without penalty or transferring to another holiday without any charge. In either case, we will pay you compensation, according to the scale set below. A major change includes the time of your departure or return time by more than 12 hours, a change in departure point, location of resort or type of hotel, a change in cross channel travel, or specification of the coach. If we tell you about any of these changes after we have confirmed your holiday booking (other than force majeure), you may either:

- accept the new arrangements offered by us; or
- accept a replacement holiday from us of equivalent or similar standard and price (at the date of the change), if we can offer you one; or
- cancel your holiday with us and receive a full refund of all monies.

Either way, we will pay you compensation, using the Compensation table shown,

## Period before departure in which significant change is notified to you or your agent

More than 28 days

21 to 27 days

15 to 20 days

8 to 14 days

0 to 7 days

## Amount per person

Nil

£10.00

£15.00

£20.00

£25.00

**IMPORTANT NOTE** Compensation will not be payable if the holiday is cancelled because the number of persons booked is less than the number required, or for events beyond our control, which include: war, threat of war, riots, civil disturbances, terrorist activity and its consequences, industrial disputes, natural and nuclear disasters, fire, epidemics, health risks and pandemics, unavoidable and unforeseeable technical problems with transport for reasons beyond our control or that of our suppliers; hurricanes and other actual or potential severe weather conditions and any other similar events. You are also advised to check with The Foreign and Commonwealth Office Advice Unit regularly at <https://www.gov.uk/browse/abroad/travel-abroad> prior to travel.

All holidays operate if the minimum number of participants is met. However, in no case will we cancel your holiday less than 4 weeks before the scheduled departure date, except where you have failed to pay the final balance or because of force majeure (force majeure means an event which we or the suppliers of the services in question could not foresee or avoid and is therefore beyond our control).

## 9. Our responsibility to you

We accept responsibility for ensuring the holiday which you book with us is supplied as described in our publicity material and the services offered reach a reasonable standard and if you are in difficulty, we will assist you. If any part of our holiday contract is not provided as promised, you may terminate the contract without paying a termination fee and we will pay you appropriate compensation if this has affected your enjoyment of your holiday. We will, however, not be liable if there are any unforeseeable or unavoidable actions of a third party not connected with our travel services, or there were unavoidable or extraordinary circumstances, or the lack of conformity is due to a traveller in the party. We accept responsibility for the acts and/or omissions of our employees, agents and suppliers except where they lead to death, injury or illness. Our liability in all cases shall be limited to a maximum of twice the value of the original holiday cost (not including insurance premiums and amendment charges). We accept responsibility for death, injury, or illness caused by the negligent acts and/or omissions of our employees or agents together with our suppliers and sub-contractors, servants and/or agents of the same whilst acting within the scope of, or during their employment in the provision of your holiday. We will accordingly pay to our clients such damages as might have been awarded in such circumstances under English Law. In respect of carriage by air, sea, tunnel and rail and the provision of accommodation our liability in all cases will be limited in the manner provided by the relevant international convention.

If we make any payment to you or any member of your party for death or personal injury or illness, you will be asked to assign to us or our insurers the rights you may have to act against the person or organisation responsible for causing the death, personal injury or illness. This clause does not apply to any separate contracts that you may enter for excursions or activities during or outside of your holiday. 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 holiday, we may offer guidance and where legal action is contemplated and you want our assistance, you must obtain our written consent prior to any proceedings (We limit the cost of our assistance to you or your party to £5,000 per party)

## 10. If you have a complaint

If you have a problem during your holiday, please inform your Tour Manager, your driver or the relevant supplier/resort representative immediately who will endeavour to put things right. If your complaint cannot be completely resolved locally, you must complete a Holiday Report Form which can be obtained by your driver or local representative, which you should keep. Our contact number, for unresolved complaints will be our office number on 01706 648126 (open in office hours) If you remain dissatisfied please follow this up within 14 days of your return home by writing to Ellen Smith (Tours) Ltd giving your original booking reference number and all other relevant information, including the reference of the Holiday Report Form. It is therefore a condition of this contract that you communicate any problem to the supplier of the services in question AND to our representative whilst in resort and obtain a written report form. If you fail to follow this simple procedure, we cannot accept responsibility as we have been deprived of the opportunity to investigate and rectify the problem. Should you wish to pursue the complaint further, BCH ABTOT have an Alternative Dispute Resolution scheme and full details are available from them. Please contact them at ABTOT 69 Leadenhall Street London EC3A 2BG.

# TRADING CHARTER & BOOKING CONDITIONS

## 11. Our Coaches

We will always use our reasonable endeavours to provide a coach to the specification in our brochure or advert but reserve the right to substitute an alternative vehicle should there be unforeseen circumstances. There is a seating plan but, in some cases, operational reasons may require a coach with a different configuration. We reserve the right to alter a coach seating plan and allocate seats other than those booked. Single passengers may be required to share a double seat with other single passengers. When your booking is confirmed, you will be offered the best seats that are available at that time. If you feel that you require two seats, then these must be booked and paid for in advance, at the time of booking. If you fail to do this and it transpires that the seat allocated to you is insufficient for your needs and there is no alternative seating available, then you will be refused access to the coach and any payments made will be liable to forfeiture.

Specific seats will not be allocated on coaches operating a feeder service between joining points and main holiday departure points or on coaches that carry out transfers between airports, seaports etc.

## 12. Hotel Facilities

Some hotel facilities and entertainment may be withdrawn for routine maintenance or be subject to seasonal availability and provision of the facilities cannot be guaranteed. Single occupancy of rooms may be subject to a supplementary charge.

## 13. Health and Safety

In some foreign countries, standards of infrastructure, safety and hygiene may be lower than those to which we are accustomed in the UK. You should therefore exercise greater care for your own protection. There may be countries that we visit that have special medical requirements for tourists. These regulations are subject to change and our clients are responsible for complying with entry and current health requirements. If you are not sure of the health requirements for the country you are visiting, you are advised to check with your own GP before travelling. You are also advised to refer to the Department of Health leaflet "Health Advice for Travellers".

Some people may be at risk from discomfort or deep vein thrombosis (DVT) if they remain immobile on a journey for a long period. If you are planning to undertake a journey of more than three hours, you should consult your doctor, if you have ever had DVT, pulmonary embolism, a family history of clotting conditions, cancer or treatment for cancer, stroke, and 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. Where we provide comfort stops you are encouraged to walk around. Exercise reduces any discomfort, which may be caused by periods of immobility.

NO SMOKING is allowed on our coaches (including E-Cigarettes) and we do not allow pets or any other animals, although we accommodate registered assistance dogs, but not on overseas holidays.

## 14. Travel documents, itineraries, pick-up points and passports

For all Continental holidays, you will require a full 10-year British Passport (machine readable) valid for a further 6 months after your holiday. If you do not hold a full British Passport or have any doubts about your status as a resident British subject, you must check with the Embassies or Consulates of the Countries to be visited to confirm the Passport or visa requirements when you book. We cannot accept responsibility if passengers are not in possession of the correct travel documents. For full details on passport requirements, please contact 'the identity and passport service' on 0300 222 0000 <https://www.gov.uk/browse/abroad/passports>

In relation to holidays in the European Union or a requirement to travel through an EU Member State, you are responsible to ensure that you have any necessary entry documents as required by the EU including any required compliance with the EU's 'ETIAS' system, for more information on which see [www.etiasvisa.com](http://www.etiasvisa.com). We cannot accept any liability for the consequences of your failure to do so.

You are responsible for ensuring you are at the correct departure point, at the correct time and with the correct documents. Ellen Smith (Tours) Ltd reserve the right to modify itineraries to conform with requests from competent authorities both within the UK and abroad.

Excursions which are included in the cost of your booking are detailed on the brochure page and refunds will not be made for excursions not taken. Optional excursions booked and paid for in resort do not form part of your booking. Admission fees to buildings may not be included in the price of the holiday, please check.

## 15. Special Requests

All special needs and requests, if agreed, should be entered on the booking form and be included in the confirmation of the holiday. These cannot be guaranteed except where confirmed as part of our holiday commitment to you and are detailed on your holiday booking confirmation. We are keen to ensure

that we plan the arrangements for your holiday so that special needs and requests can be accommodated as far as possible. If you will need assistance or may be unable to fully enjoy all aspects of your holiday you must tell us in advance so that we can maximise your enjoyment of the holiday. We will need to know if you will need special facilities in the hotel, taking part in the excursions or have difficulty boarding and travelling on the coach or other means of transport. Before booking your holiday, you should be sure that you and your party are both physically and mentally capable of completing the itinerary. If you need advice or further information either you or your booking agent should contact Ellen Smith (Tours) Ltd. If you will require a special diet please tell us at the time of booking, or as soon as you are medically advised, together with a copy of the diet.

## 16. Passengers with disabilities

We want everyone to enjoy our travel arrangements. We are happy to advise and assist you in choosing a suitable holiday. But, as some of the accommodation and resorts featured may not cater for even minor disabilities, it is important that, when booking, you advise us of any disability, specific need or complex need you may have and any special requirements that will make sure the holiday is suitable. If a passenger requires personal assistance (for example, assistance with feeding, dressing, toileting, mobilising) then this passenger must travel with an able-bodied companion or carer and written confirmation that such assistance will be provided for the entirety of the holiday is required at the time of booking. Coach drivers/Tour Managers are unable to provide such assistance.

## Important

You must tell us if you have an existing medical condition, disability or complex need that may affect your holiday or other group members' enjoyment of it before you book your holiday. We reserve the right to request a doctor's certificate confirming the passenger is fit to travel. If, in our reasonable opinion, your chosen holiday is not suitable for your medical condition or disability, we reserve the right to refuse your booking. You are responsible for bringing with you the proper clothing and equipment, which we advise you about in our printed trip information. We want you to enjoy your holiday and will help you select an appropriate trip.

## 17. Passenger Behaviour

We want all our customers to have a happy and carefree holiday. You are responsible for your behaviour and hygiene and the effect it may have on others. If you or any other member of your party is abusive, disruptive or behaves in a way that could cause damage or injury to others or affect their enjoyment of their holiday or which could damage property, we have the right to terminate your contract with us and we will have no further liability or obligation to you. The coach driver/representative, ship's captain, or authorised official 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. If on your return journey, we have the right to terminate the contract with you. We also request that mobile telephones are not used on the coach.

## 18. Travel Insurance

We strongly advise that you take out personal travel insurance for the trip. We have arranged travel insurance with Wrightsure, which is outlined below. You may use an alternative insurer, but you must advise us. The insurance should cover medical and repatriation costs, personal injury, loss of baggage and cancellation charges. If you do not have adequate insurance and require our assistance during your holiday, we reserve the right to reclaim from you any medical repatriation or other expenses which we may incur on your behalf which would otherwise have been met by insurers. You must advise us if you use an alternative insurer, the policy number and 24-hour contact number.

## 19. Luggage

Please restrict your luggage to a suitcase weighing no more than 18kgs per person. We cannot accept responsibility for loss or damage to luggage unless through our negligence. Please do not leave valuable items in your suitcase when left on the coach. Please contact us for our policy on mobility scooters.

## 20. General Data Protection Regulations

We comply with the GDPR 2018 Regulations, our data controller is The Managing Director and our data protection policy can be found at [www.ellensmith.co.uk](http://www.ellensmith.co.uk) or you can request a copy from Ellen Smith (Tours) Ltd, Globe House, Moss Bridge Road, Rochdale, OL16 5EB.

## 21. Emergency Contact

Our emergency contact details are Tel: 01706 648126 during office hours, 9:00am to 5:00pm, Monday to Friday, (except Bank Holidays), or 07870 573041 outside of office hours. Alternatively, you can email [ellensmithtoursltd@gmail.com](mailto:ellensmithtoursltd@gmail.com)

## PUBLICATION DATE

This brochure was printed in the UK in October 2024.