

# ELITE TICKETS LTD BOOKING CONDITIONS

## 1. BOOKING AND DEPOSIT

When you wish to confirm a booking you accept on behalf of yourself and all your party the terms of these booking conditions and pay the deposit as stated on the itinerary. **Any deposit paid is non-refundable.**

A 2.5% surcharge is made on all credit card bookings. There is no surcharge for debit card payments.

## 2. BALANCE OF THE FARE

You must pay your outstanding balance not later than 8 weeks prior to your departure date. This due by date is clearly shown on your holiday invoice and no further reminder will be issued. Your travel documents will be dispatched not later than 7 days prior to your departure date and will confirm all the details of your holiday including pick-up point and time, excursions as well as your accommodation details and full holiday itinerary.

## 3. INSURANCE

It is a condition of the acceptance of the booking by Elite Tickets Ltd that all passengers travelling outside the UK have Travel Insurance.

You must forward a copy of the insurance policy to Elite Tickets Ltd at least 14 days prior to departure. Elite Tickets Ltd cannot be held responsible for any insurance premiums paid, should a tour be cancelled for whatever reason by either party.

## 4. IF YOU CHANGE YOUR BOOKING

If you wish to change to another holiday (eg change of Date of Travel, Destination or otherwise ) after a holiday invoice has been issued then the Company shall not be under any obligation to meet your request. The Company shall use its best efforts to make such changes provided that to do so would not necessitate cancellation of the original holiday booked for, in the interests of other customers and providing you notify the company or its appointed Agents at least six weeks prior to the departure date of the original holiday booked for. Any such notification in writing to the Company or Agent must pay a further £10 so as to cover the administration cost of the company. Requests received less than six weeks prior to the original date of departure shall be treated as a cancellation in accordance with these conditions.

## 5. CANCELLATION AND CHARGES

If you have to cancel your holiday you must inform the agent at which your booking was made immediately. Verbal cancellations will not be accepted. Written confirmation cancellation must then be sent without delay. In some cases your Holiday Insurance will provide some cover for cancellation. If the reason for cancellation is NOT covered by the policy or the party is uninsured then the following cancellation charges apply :

**All deposits are non-refundable.**

Cancellation Date:

More than 42 Days	Deposit Only
31 - 42 Days	50%
21 - 30 Days	75%
Less Than 21 Days	100%

## 6. STATUTORY AUTHORITIES

We reserve the right to alter any information given within any publicity material in order to conform with requests from the Traffic Commissioners, Civil Aviation Authority and any competent authority in the United Kingdom and any other sovereign state through which the tour runs.

## 7. CONDITIONS OF CARRIAGE

You are advised that overland carriage may be in vehicles, other than those owned or operated by the Company and that no air, rail or sea transport is owned by the Company. Such transport is subject to the national and international conditions which may limit or exclude liability. Your contract is subject to English law and jurisdiction.

## 8. RIGHTS OF REFUSAL

The Company reserves the unconditional right to refuse a booking or terminate a passengers holiday in the event of conduct considered to be unreasonable by the driver or courier or other representative of the Company.

Elite Tickets Ltd cannot accept any liability for theatre or any other tickets, insurance premiums or passport costs purchased by the client, unless included within the original advertised package, should a tour be cancelled for whatever reason by either parties.

Updated September 2019

## 9. AMENDMENTS TO YOUR HOLIDAY BY THE COMPANY

The arrangements for holidays in our publicity material are made many months in advance and changes are sometimes unavoidable. Most of these changes are minor but where they are significant we will notify you as soon as it is reasonably possible before your departure. A 'significant' change is one that involves changing your departure date ( but not time) resort area, reducing the quality of your main hotel or changing your tour itinerary which involves a destination being totally eliminated from the revised itinerary. In the event of a significant change you may decide to:

- Continue with the holiday as amended or
- Accept an alternative holiday offered to you or
- Cancel your booking

If you choose to cancel your booking the Company will refund all the money you have paid and the Company will have no further liability to you.

## 10. IF WE CANCEL YOUR HOLIDAY

In certain circumstances other than force majeure ie. insufficient numbers booked, we may have to cancel your holiday. If this should occur we will return to you all the money you have paid to us, or offer you a suitable alternative. We will not, however, cancel your holiday:

- 7 days prior to the departure date unless you have not paid for your holiday in full.
- Unless your holiday is influenced by events beyond our control amounting to force majeure and we have to cancel your holiday at any time we are liable only for any monies you may have paid to us at the time of cancellation.
- Elite Tickets Ltd will not refund any other monies paid out for incidentals such as passports, insurance premiums or tickets which are not part of the tour package. In the event of cancellation, abandonment, postponement, curtailment or relocation in whole or part of the ticketed event, after departure of the coach, the passenger will be entitled only to a refund of the ticket value and not the additional cost of the coach/train travel incorporated within the cost. ( This does not apply to any Theme Parks where any rides may not be operational or firework displays being cancelled due to Force Majeure)

## Important note – changes beyond our control

Compensation or refunds will not apply if a significant change is made for reasons beyond our control. These include: war, threat of war, riots, civil disturbances, terrorist activity, industrial disputes, Air Traffic Control strikes, natural and nuclear disasters, fire, epidemics, health risks, changes due to rescheduling or cancellation of flights by an airline or alteration of the airline or aircraft type; closed or congested airports or ports, hurricanes or other potential severe weather conditions, and any other similar event. Any airline or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them. Subject to the other terms of these conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances..Where acts of third parties are involved, Elite Tickets shall in no circumstances be required to institute any form of legal process.

## 11. COMPLAINTS

You are obliged to communicate at the earliest opportunity any failure in services which you perceive at the place where these services are provided and whenever possible with the driver present. Any complaint associated with the transport element, the driver must be given the opportunity to rectify the problem. If you are still dissatisfied you must notify us in writing within 10 days of the completion of your holiday. Please quote your name, tour code, departure date and forward any relevant information. All complaints received are thoroughly investigated and customers kept informed at each stage of the investigation. Sometimes the investigations can take time awaiting response from hoteliers etc.

## Passengers with a Disability

Please note, our holidays may not be suitable for people with certain disabilities or medical conditions. Coaches can be difficult to get on and off and not all hotels offer ground or first floor accommodation. 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 of booking including any specific requirements that person may have. In view of the nature of our holidays we regret we must reserve the right to decline any booking whenever we feel unable to accommodate the needs of any particular client.

## 12. YOUR HOLIDAY PRICE

Holiday prices include all coach travel, hotel accommodation and meals as specified in the itinerary and VAT where applicable. Some hotels may make a small additional charge for tea or coffee served after lunch or dinner. Unless specifically indicated in the itinerary or description, entrance fees, guide fees, city sightseeing tours are not included in the holiday cost. Some excursions are included in the price of most holidays and refunds cannot be made for passengers not wishing to go on the excursions.

We guarantee that the price of your holiday will not be subject to any surcharge except in the case of variations in: transportation costs, including the cost of fuel, dues, taxes (including the rate of VAT) or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports or airports; exchange rates applied to the particular package. Even in this case, we will absorb an amount equivalent to 2% of the holiday price which excludes any insurance premium.

Surcharges will not be imposed within 30 days of departure. If this means paying more than 10% on the holiday price, you will be entitled to cancel your holiday with a full refund of all money paid except for any premium paid to us for holiday insurance and amendment charges. 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 your invoice.

## 13. PASSPORT

For all continental holidays you will require a full 10 year British Passport with at least 6 months validity at the time of arriving back into the UK. If you have any doubts about your status as a resident British subject or you do not hold a British Passport, you must check with the Embassies or Consulates of the countries to be visited to confirm the passport or visa requirements needed in your particular circumstances. We cannot accept responsibility if passengers are not in possession of the correct travel documents.

## 14. PROTECTION OF CUSTOMER FUNDS:-

In accordance with "The Package Travel, Package Tours Regulations 2018" all passengers booking with Elite Tickets Ltd are fully protected for the initial deposit and subsequently the balance of all monies paid to us, including repatriation if required arising from the cancellation or curtailment of your travel arrangements due to insolvency of Elite Tickets Ltd. All monies for trips that include an overnight stay are held in a "Clients Account" , held through Barclays Bank plc.

## 15. MISCELLANEOUS

Departure Points: You are responsible for ensuring that you are at the correct departure point at the time stated. It is important that you make yourself conspicuous at the departure point as occasionally we may use other companies vehicles on transfer services ie. taxis, feeder coaches etc.

On holiday you may not

- Smoke at any time on the coach
- Behave in an unreasonable manner which may upset or jeopardise the safety of other passengers
- Bring a pet or any other animal (other than a guide dog by prior arrangement)

## Luggage

We ask you to keep luggage down to one medium sized suitcase per person, but a small holdall can also be taken if travelling by coach.

## Seat Allocation and Specification

Requests for particular seats can be made on most holidays when booking, but since allocations are made on a first come first served basis, early booking is advisable.

## Loss of Personal Property

For those who take out our holiday insurance, the holiday insurance company insists that you report any loss or theft to the local police within 24 hours. Keep a note of where you reported the loss or theft and obtain a written report from the local police. This will be required by your insurance company.

## Special Requests

Although all special requests are noted and passed on to the relevant supplier ie. hotel, coach operator etc. we regret that such requests cannot be guaranteed. All special requests must be noted on your booking form and in no circumstances will special requests be accepted by us to form part of our contractual obligations and we will not have any liability if they are not met.