

THORNES Independent Ltd

The Coach Station, Hull Road, Hemingbrough,
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www.thornes.info

Online - you can make booking requests, download brochures, information
and booking forms for postal use.

TRADING CHARTER

Our Fair Trading Charter and Holiday Information sets out clearly and simply the responsibility which we Thornes Independent have to you and which you have in turn to us when a contract is made between us. The contract is made when you make a booking and we accept it by written confirmation on the terms set out in the brochure. When signing the booking form for your holiday, you will sign on behalf of yourself and the others named in your party that you have read, understood and accepted this Trading Charter.

Your obligation is to pay the price of the holiday and recognise your liabilities if you wish to alter the holiday or have to make a cancellation.

PAYMENT - A deposit of £60.00 per person per tour is required with all signed Booking Forms. Where an initial booking is made within ten weeks of the tour departing FULL PAYMENT is required with the initial booking.

Payment can be made in Cash/Cheque at our office or Cheque via the post. You can also pay by Card over the phone.

VERBAL BOOKINGS - WILL NOT IN ANYWAY BE REGARDED as definite until a deposit has been received.

JOINING THE TOURS All tours depart from our Hemingbrough H.Q and pick-up points en-route, by doing this we vastly reduce the journey time taken in getting to our first destination - be that our hotel, ferry, or attraction en-route. This is particularly important on our Heritage tours as a modest, respectable pace has to be maintained in a heritage vehicle.

At Hemingbrough our facilities include: - **Ample long-stay FREE car parking (for the duration of your holiday), Waiting and toilet facilities**

If you are travelling long distance and require an overnight stay to join the tour the next morning, please ask for our Local Accommodation list.

We ARE ABLE to offer additional pick-up points where they lie along the line of route or are an integral part of a tour, for example - The Great Dorset Steam Fair will pick-up in York, Nottingham (Trowell Services), Northampton, Coventry, Oxford (Peartree Interchange) and Southampton. Persons wishing to join an overseas tour at the UK ferry terminal is a request which can be accommodated.

We can also provide (upon request) a feeder service for passengers who have travelled to York by rail and are over nighting in the city. The collection point is York Triangular Gardens just a short walk from the Railway Station.

PLEASE NOTE : - That the departure time on many of the long distance tours is likely to be early morning (particularly Heritage tours) to ensure that travelling is leisurely.

FINALLY : - We would kindly request that on the day of departure, you do NOT arrive at The Coach Station any earlier than 45 minutes prior to the stated departure time.

BALANCE OF FARES - Customers will be advised of the date by which full payment of their holiday is due, when they make their initial booking. A full payment deadline is normally set at ten weeks before unless otherwise stated the tour departure date and full settlement should be made by this date WITHOUT FURTHER NOTICE. Thornes Independent will not guarantee to hold any bookings which are only being held on deposit after the full payment deadline has passed unless special arrangements have been made.

LUGGAGE - Modern Coach Holidays

We ask you to be considerate with your packing, luggage is restricted to a medium sized suitcase weighing no more than 10kg per person for Modern Coach Holidays plus a small handbag which may be taken onboard the coach.

LUGGAGE - Heritage Transport Holidays

Our heritage coaches were constructed with only a small luggage locker at the rear of the vehicle, therefore our luggage carrying capacity is very limited. Experience has shown that suitcases take up a lot of room, therefore soft 'holdall' bags are now mandatory on our Heritage Transport Holidays.

Following on from that please would you note that any purchases made during your holiday must be housed within your existing luggage or on the rack space within the coach saloon. (Large or sharp items will not be carried).

For either type of holiday our drivers will, of course load your luggage on to the coach. We must stress that it is your responsibility to ensure that your luggage is on the coach on which you are travelling. Please ensure that any instructions given by your driver/courier, at any time during the holiday, concerning luggage and personal effects, are strictly adhered to.

PLEASE ALSO NOTE SCOOTERS / ELECTRIC WHEELCHAIRS CAN NOT BE CARRIED

PERSONAL - Heritage Transport Holidays

Our vintage coaches were constructed to much smaller dimensions than modern touring coaches. Entrances are narrower, steps steeper and seating legroom varies from coach to coach. That said they are exceedingly comfortable in the leisurely pace we strive to achieve with our tours. However our Heritage Tours carry a personal body weight restriction of 20 stones. It is believed that anyone above this limit would not find enjoyment in the tour due to personal discomfort in a restricted environment and the design of the vehicles themselves is not compatible to this situation.

SEAT ALLOCATION - Requests for particular seats can be made on most holidays when booking but allocations are made strictly on a first come first served basis. Whilst we do everything possible to conform to these requests and to provide the seat numbers booked by clients, we reserve the right to change these should conditions necessitate.

SMOKING - We operate a NO SMOKING policy and bookings are only accepted on the basis that smoking is not permitted on the coach. However we do have frequent comfort stops so smokers should not be put to any inconvenience.

PASSPORTS and VISAS - For all continental holidays you must hold a valid 10 year passport. Please note the some countries also require passports to be valid up to 6 months AFTER your return to the UK. If you have any doubts about your status as a resident British subject or you do not hold a full British Passport, you must check with the embassy 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

- **SPECIAL REQUESTS** - Should you have any special requests such as low floor rooms, adjoining rooms, special diets etc, you must advise us the time of booking by completing the panel on the booking form. We will endeavour to uphold your requests, however we regret requests cannot be guaranteed.

- **ACCOMMODATION** - Accommodation throughout Britain and Europe varies and our range of hotels covers everything from 4-Star to friendly family run hotels. Accommodation shall be of an acceptable standard, all rooms having private facilities, this meaning bath or shower and toilet. Clients sharing a room must state clearly on the booking form either double bed or twin beds otherwise it will be assumed that either is acceptable.

- **SPECIAL NEEDS/LIMITED MOBILITY** - Unfortunately, many hotels overseas do not provide adequate facilities for guests with mobility problems or who suffer from other disabilities. However whether you are planning a holiday overseas or in the UK, 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 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 advise or further information you should contact our office.

- **ENTERTAINMENTS** - Entertainment provided by the hotels is subject to demand and its frequency may be varied if there is lack of demand or insufficient numbers staying in the hotel.

- **REPRESENTATION AND COMPLAINTS PROCEDURE** - The driver or courier on your holiday will be able to deal with any queries or problems that may occur. Should you have any complaint during your holiday, please ensure that you inform the driver courier immediately. They will do their utmost to resolve the problem immediately. If you still have reason to complain on completion of your holiday, you should write to us within 7 days of your return. Please note that we will only be able to deal with complaints which are submitted as above.

- **EXTRAS** - Many hotels are able to supply you with the following: - newspapers, afternoon tea, bar snacks and beverages. Some rooms also have a drinks bar, telephones etc. All these are extras and are to be paid for by the individual before checking out of the hotel.

- **CHILD REDUCTIONS** - On all UK holidays and most continental holidays reductions are available for children up to the age of 12 providing the child shares a room with 2 full fare paying passengers. Please enquire with reservations at the time of booking.

- **COACHES** - All our Modern Touring coaches are of a High Standard, having comfortable seating and air suspension.

- **HERITAGE FLEET** - SEE COACHES ON Page 23

- **ENTRANCE FEES/FARES/ADMISSIONS** - All entrances fees/fares/admissions are not included in the tour price unless otherwise stated. To enable us to take advantage of group discounts and to avoid waiting times at venues/stations, all entrance fees/fares/admissions will normally be collected at the beginning of the holiday in one lump sum. This will normally be in the local currency you are travelling in and the total amount will be advised approximately one week before.

- **FORCE MAJEURE** - We are unable to make compensation payments to charges caused by reason of war or threat of war, riots and civil strife, terrorist activity, weather conditions, natural disaster, fire, technical problems to transport delay in transport, industrial disputes, government action or any other circumstances amounting to a force majeure or acts of God.

- **IF YOU CHANGE YOUR HOLIDAY** - We ask you to check the details of your original booking against your confirmation as, there maybe a charge of up to £10 for subsequent changes. However any alterations other than a name change made by you later than the balance due date will be treated as a cancellation and subject to charges set out in the table across the page.

- **IF YOU CANCEL YOUR HOLIDAY** - If you wish to cancel your holiday (for 1 or all Persons), you must notify us in writing. As this incurs administrative costs and we may not be able to resell your booking and cancellation charges will apply on the following scale.

Period Before Departure Within Which Written Notice of Cancellation Is Received	Amount of Cancellation Charge Shown As a Percentage of Holiday Price
MORE THAN 42 DAYS	LOSS OF DEPOSIT
42-28 DAYS	30%
27-14 DAYS	45%
13-7 DAYS	60%
6-1 DAYS	100%

Note you may be able to reclaim these charges if the reason for cancellation is covered by your Holiday Insurance.

- **OTHER TERMS -**

A) You are responsible for ensuring that you are at the correct departure point at the correct time and we cannot be held liable for any loss or expense suffered if you are not.

B) You may not bring a pet or any other animal on the holiday (other than a Guide Dog on UK holidays only prior arrangement)

C) You must not play aloud a cassette, CD player, or MP3 player on any coach

D) We reserve unconditional right to refuse booking or terminate a clients holiday in the event of unreasonable conduct which in our opinion is likely to cause damage, distress, danger or annoyance to other clients, employees, property or to any third party. If you are prevented from travelling or continuing on your holiday by such a termination our responsibility for your holiday there upon ceases. Full cancellation charges will apply and Thornes Independent Ltd will be under no obligation for any refund, compensation or loss you may incur.

- **OUR OBLIGATION TO YOU**

- **WE RESERVE YOUR HOLIDAY** - When you have provisional confirmation of availability on the holiday of your choice, you send us your signed booking form together with your deposit or full payment (whichever is due) for each person travelling. We will then send your confirmation, the contract is made when you receive this confirmation.

- **YOUR HOLIDAY PRICE** - Holiday prices include coach travel, ferries, hotel accommodation and meals as specified in the holiday description in this brochure. All entrances fees/fares/admissions are not included in the tour price unless otherwise stated. To enable us to take advantage of group discounts and to avoid waiting times at venues/stations, all entrances fees/fares/admissions will normally be collected at the beginning of the holiday in one lump sum.

Thornes Independent Ltd guarantees no surcharges except those resulting from Government Action including Taxes or increases in fuel costs. In the case of increase in Taxes these will be passed on in full. In other cases only amounts in excess of 2% of the basic holiday price will be surcharged. Where a surcharge is payable there will be an administrative charge of 50p per person. If this results in paying more than 10% on the holiday price you will be entitled to cancel your holiday with a full refund. If you so wish to cancel you must do so within 14 days. We will not apply any surcharges with 28 days of the departure date.

TRAVEL DOCUMENTS - We will send you all final documents at least 1 week prior to departure so that you receive it and may check all the details are correct, certain documents such as ferry tickets will be retained and your driver/Representative will issue these at the relevant time.

IF WE CHANGE YOUR HOLIDAY - The arrangements for holidays in our brochure and on our website are made many months in advance and changes are sometimes unavoidable. Most of these changes may be very minor such as a small alteration in the itinerary and these will be notified to you as soon as is reasonably possible, but where they are significant we will notify you as soon as is reasonably possible before your departure date. A significant change would be regarded as a change in the departure date, a change in departure/return time OVER 12 hours, a change in departure point or resort area, reducing the quality of your main hotel (not single overnight hotels on touring holidays) or reducing the specification of the coach. In the event of a significant change you may decide to:

- a) continue with the holiday OR
- b) accept an alternative holiday which we may offer you OR
- c) cancel your booking

Please Note: we reserve the right to provide alternative means of transport if a vehicle's route or crossing is cancelled or altered due to unforeseen circumstances such as a breakdown, fire or collision.

WE RESERVE THE RIGHT TO CANCEL YOUR HOLIDAY - We reserve the right to cancel your holiday (if for example there is insufficient demand) and if this should occur we will return all monies paid or offer you a suitable alternative holiday.

However we will not cancel your holiday

- a) immediately prior to the departure date unless you have not paid your holiday in full by the due date.
- b) after the balance due date except as a result of Force Majeure as described in this Trading Charter.

OUR RESPONSIBILITY FOR YOUR HOLIDAY - We accept responsibility for ensuring that all components part of your holiday described in this brochure are supplied to you to a reasonable standard and this includes optional excursions through our employees or agents. If any 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 or the matters referred to in the section Force Majeure.

However you should also be aware that: -

- a) some hotel amenities (e.g lifts, swimming pools and leisure facilities) require servicing or cleaning and we cannot therefore guarantee that they are always available. Other factors such as weather or lack of demand can affect the provision of entertainment or outdoor amenities described in this brochure.
- b) some excursion itineraries include the use of ferries and other forms of transport which can be affected by inclement weather, and may have to be cancelled or arrangements changed. Whenever possible a suitable alternative excursion will be offered.

TRAVEL INSURANCE

PLEASE NOTE that THORNES INDEPENDENT LTD no longer provides Travel Insurance.

It is a condition of your booking that you have adequate travel insurance.

For packages outside mainland Britain travel insurance is compulsory.

For other packages we strongly advise all our customers to take out travel insurance to cover medical and repatriation costs, personal injury, loss of baggage and cancellation charges.

Where insurance is compulsory, you must provide us with the name of the insurer, the policy number and the 24 hour emergency telephone number within 6 weeks of departure.

If you do not have adequate insurance and require our assistance during your package, we reserve the right to reclaim from you any medical repatriation or other expenses which we may incur on your behalf which would otherwise be met by insurers.

PERSONAL INJURY (whilst participating in arrangements made by us)

Thornes Independent has taken all reasonable and proper steps to ensure that proper arrangements have been made for all the holidays advertised in this brochure including optional excursions offered by our employees or agents that the suppliers of all the services are efficient, safe and reputable, that they comply with the local and national laws and regulations of the country in which they provide those services. Whilst we have no control over the provision of services to you by suppliers we will pay our clients the equivalent of such damages as they would be entitled to receive under English law and English court for any personal injury to the client including illness or death, caused by the failure to perform or the improper performance of such services by the servants or agents of ourselves or any of our suppliers contracted or sub-contracted by us to provide any part of the arrangement for your holiday as described in this brochure. When such failure or improper performance is due to the fault of such person and not an event which such person could not foresee or forestall even if they had taken all due care.

Note: We will make payments as stated above provided a) that claims for personal injury are notified to us within 1 month of the return from holiday, b) the injured client(s) assign to Thornes Independent any rights against a supplier or other person or party they may have relating to the claim, c) they agree to co-operate fully with us should we or our insurers wish to enforce those rights which have been assigned to us onto which we are sub related and d) such payment is limited in the case of transport by water to a maximum of such sum as would be obtained under provision of the appropriate international conventions.

This assignment is necessary to enable us to try to recover from suppliers any compensation we have paid to clients and associated costs, arising from personal injury to clients caused by the fault of those suppliers. If we recover more than such compensation and costs, any excess will be paid to the injured client(s).

PERSONAL INJURY (unconnected with arrangements made by us)

Where appropriate and subject to our reasonable discretion we will afford general assistance to clients who through misadventure suffer illness, personal injury or death whilst travelling on a Thornes Independent Holiday arising out of an activity which does not form part of the advertised itinerary nor part of an excursion offered through the company, and which is the responsibility of a third party.

Financial Failure

Thornes Independent Ltd is a company committed to customer satisfaction and consumer financial protection. We are therefore pleased to announce that, at no extra cost to you, and in accordance with "The Package Travel, Package Tours Regulations 1992" all passengers booking with Thornes Independent Ltd are fully insured for the initial deposit, and subsequently the balance of monies paid as detailed in your booking confirmation form. The policy will also include repatriation if required, arising from the cancellation or curtailment of your travel arrangements due to the insolvency of Thornes Independent Ltd. This insurance has been arranged by Towergate Chapman Stevens through Zurich Insurance PLC.

Claims

In the unlikely event of insolvency, you must inform Towergate Chapman Stevens immediately on +44(0)1932 334140 or by email at tsc@towergate.co.uk. Please ensure you retain the booking confirmation form as evidence of cover and value.

policy exclusions: This policy will not cover any monies paid for travel insurance or any claim relating to Air Flights. please ensure the Company you have booked with has the appropriate CAA/ ATOL Bonds in place.