

# ELGIN TOURS AND EVENTS

## TERMS AND CONDITIONS

### Booking with Confidence

Elgin Tours and Events is a fully bonded member of the Association of British Travel Agents (ABTA V8213). Our registered office is at Elgin Hotel, 36-42 Queens Promenade, Blackpool, FY2 9RW and our booking with you is fully protected by our ABTA registered bond so that, in the unlikely event of insolvency, all money paid to us for your booking would be refunded, or you would be repatriated if you were abroad.

(See [www.fco.gov.uk/knowbeforeyougo](http://www.fco.gov.uk/knowbeforeyougo) )

Our ATOL number is 5157.

### Your Contract and complaints

By signing the booking form, you agree to the terms and conditions on these pages, the booking conditions of the carriers, coach companies, ferry companies, airlines etc that we use and any general information contained in our brochure. Whether you book alone or as a group, we will only deal with the lead booking name in all subsequent correspondence, including changes, amendments and cancellations. You must be 18 years old at the time of booking and possess the legal capacity and authority to book as the lead name and travel on holidays with us. You are responsible for ensuring the accuracy of the personal details or any other information supplied in respect of yourself and any other person travelling on the booking and for passing on any information regarding the booking or any changes made.

If you experience a problem during your holiday, please inform the relevant supplier (i.e. your hotel or coach transport) and our representative immediately, who will endeavour to rectify the situation promptly. If the problem is not resolved at the time, please follow up your complaint, in writing (within 28 days of returning home) to our customer services department at:- Elgin Tours and Events, 36-42 Queens Promenade, Blackpool, FY2 9RW. (Full details of our complaints procedure and arbitration can be obtained from [www.abta.com](http://www.abta.com) ).

### Payment of deposit & price of booking

Your completed booking form must be accompanied by the appropriate deposit (see booking form for amount). The booking is not confirmed until the date shown on your confirmation invoice. Confirmation invoices, will be forwarded to you within 14 days of receipt of deposit and completed booking form. If for any reason we are unable to confirm your booking, the deposit will be refunded immediately. The balance of your booking must be paid at least 56 days (8 weeks) before departure. If your deposit/and or balance is not paid in time, we reserve the right to cancel your booking and retain your deposit where paid.

The price of your booking is subject to surcharges for Government action, Fuel and Currency. In the event of any change, Elgin Tours and Events would absorb an amount equivalent to 2% of the holiday price (excluding insurance and amendment charges). Excesses of 2% will be added to the cost of the booking plus a £1 administration fee. If this results in an increase of 10% or more of the booking cost, you have the right to cancel the booking, with full refund (excluding insurance and amendment charges). You must cancel in writing, within 14 days of being notified of this increase on the re-issued invoice.

### If you cancel your holiday

If you wish to cancel your booking, we must receive notification in writing from the lead person named on the booking form. To cover the cost of processing your cancellation, and to compensate us for the risk that we may not be able to resell your booking, we'll make a cancellation charge on the scale shown below.

**N.B. If your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.**

Time period before departure date when cancellation received	% of Booking Cost (excluding insurance paid)
More than 56 days	Deposit only
55 to 28 days	35%
27 to 14 days	65%
13 to 7 days	75%
6 days or less to departure	100%

### Amendment Charges

Amendments can be made to your booking but we do however reserve the right to make an amendment charge of £10 per person (to a maximum of £40 per booking). If however you change your booking (within 56 days of departure) to a later date we reserve the right to implement cancellation charges as detailed above.

### Cancellation or alteration of your booking by Elgin Tours and Events

In the unlikely event of Elgin Tours and Events altering or cancelling your booking, we undertake to advise you as soon as possible. Occasionally it is necessary to make changes to itinerary or travel times and every endeavour would be made to offer alternative arrangements before a full and prompt refund of monies paid. If cancellation of the entire booking date you are travelling on becomes necessary, you would be offered compensation or a credit towards another Elgin Tour and Event on the following scale. (This applies for bookings over the value of £100 per person).

Time period before Departure	Compensation
More than 28 days	Nil
28 to 7 days	£5 per person
7 days or less	£10 per person

### Events Beyond Our Control

Events beyond our control 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; closed or congested airports or ports, hurricanes and other actual or potential severe weather conditions, and any other similar events. We reserve the right to make alterations to our advertised itineraries because of any of the above events.

### Our responsibility for your booking

We will arrange for you to receive the services that make up the booking that you choose and that we confirm. These services will be provided either directly by us or through independent suppliers contracted by us. We are responsible for making sure that each part of your booking with us is provided to the standard that was advertised by us (or as changed and accepted by you).

We have taken all reasonable care to make sure that all the services which make up your booking are provided by efficient and reputable businesses. These businesses are required to follow standards and are enforced for health and safety and fire regulations.

**Elgin Tours and Events**

**Elgin Hotel, 36 – 42 Queens Promenade, Blackpool, FY2 9RW**

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### Insurance

We can provide you with travel insurance. It does NOT cover theatre or event tickets (if applicable to your booking). Our travel insurance is provided by Ketteridge Group and is underwritten by Travel Insurance Facilities, Ketteridge Group Ltd, 8-10 High Street, Billericay, Essex, CM12 9BQ. Summary of cover per person is as follows for UK (for outside UK see policy details).

Elgin Hotel Limited t/a Elgin Hotel & Tours is an appointed representative of ITC Compliance Limited which is authorised and regulated by the Financial Conduct Authority (their registration number is 313486) and which is permitted to advise on and arrange general insurance contracts.

Loss of Deposit	Up to £2500	Curtailement	Up to £3000
Personal Accident	Up to £12000	Missed Departure	Up to £100
Delayed Travel	Up to £100	Personal Belongings	Up to £1500
Personal Money	Up to £500 (£250 Cash)	Personal Liability	Up to £2,000,000

N.B. Full details of your policy (if taken) will be sent with your confirmation invoice, please read carefully. If the policy is unsuitable for your needs, return to the issuer within 14 days for a refund and we strongly advise you to make alternative cover arrangements immediately. Any insurance complaints you should write to the Financial Ombudsman Service, Exchange Tower, London, E14 9SR. Telephone 0800 023 4567. Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### Flight and Flight Inclusive Holidays

All the flights and flight-inclusive holidays in this brochure are financially protected by the ATOL scheme. When you pay you will be supplied with an ATOL Certificate. Please ask for it and check to ensure that everything you booked (flights, hotels and other services) is listed on it.

When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services,

including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

### Health Matters

Please inform Elgin Tours and Events in advance if you have any specific needs. If you require special diet, please indicate this on the booking form in special requests for the relevant passenger. Please also advise if there is a passenger travelling with medical equipment or wheelchair.

### Brochure information/Timings/Coaches

All information of bookings is correct at the time of going to print. Very occasionally, artists, resorts or other facilities may be changed for reasons beyond our control. Any photographs or illustrations contained in the brochures are representational and are not necessarily of the exact destination or location. All timings in the brochures are approximate and precise/confirmed timings, pick up points, order of excursions and joining instructions will be sent with your tickets approximately 10 days before departure. The duration or number days of your booking shown in the brochures includes the departure day and return. All coaches used by Elgin Tours and Events are modern, comfortable and driven by an experienced courier. You will be allocated a seat number on most bookings, but ask if you have any specific requests to highlight these on the booking form. All Coaches are Non Smoking.

### General Passport and Visa Information

You do NOT require a passport for holidays within the UK unless flying by aircraft. A full 10 year British Passport is essential to travel to all other worldwide destinations. You should have at least 3 months left on your passport after the date of travel. Check with your GP for health requirements and Visa requirements will be confirmed at time of booking.

### Data Protection and The Law

Elgin Tours and Events have a strict data protection policy in place which protects the personal booking information held by us. It is only passed on to the principle and relevant suppliers of your booking arrangements. Information will be passed to public authorities such as custom or immigration if required by them, or as required by law. If you travel outside the EU controls on data protection may not be as strong as the legal requirements in this country. Information passed to persons responsible for travel arrangements will include sensitive information such as details of disabilities, dietary or religious requirements. (If we cannot pass on this information with your consent we are unable to provide your booking. In making this booking, you consent to this information being passed on to the relevant person).

**Any claim under these Terms and Conditions (The Agreement) shall be subject to English Law and all proceedings shall be within the exclusive jurisdiction of the English Courts.**

**Elgin Tours and Events**

**Elgin Hotel, 36 – 42 Queens Promenade, Blackpool, FY2 9RW**