



# Hookways Holidays

Hookways. Meeth, Nr Okehampton, Devon EX20 3EP. [www.hookways.com](http://www.hookways.com)  
 Reservations and immediate availability; MEETH 01837 810257 PAIGNTON 01803 527959

TOUR NO.	DESTINATION OF TOUR	DEPARTURE DATE	NO. OF DAYS	NO. OF CLIENTS	DATE OF BOOKING	AGENT'S REFERENCE

MR/MRS MISS/MSTR	INIT	CLIENT'S SURNAME	AGE IF UNDER 12	AGE IF OVER 60	ROOM TYPE	DEPARTURE POINT	TOUR PRICE	SUPPLEMENTS I.E EVENT UPGRADES, CABINS, SINGLE ROOMS ETC.	

ADDRESS & TEL NO.OF THE FIRST PASSENGER OR AGENT'S STAMP

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

POSTCODE

\_\_\_\_\_

EMAIL ADDRESS

\_\_\_\_\_

TEL (HOME)

\_\_\_\_\_

TEL (WORK)

\_\_\_\_\_

Customers coming on any of our holidays, must have adequate travel insurance as detailed on Page 3. I accept the conditions stipulated in this brochure for all passengers on this form.

Signature \_\_\_\_\_

SUB-TOTAL	£	TOTAL	£
SUPPLEMENTS	£		
TOTAL TOUR PRICE	£		
DEPOSIT ENC. £50 PER PERSON	£		
TOTAL PAID	£		

SPECIAL REQUESTS  
(CANNOT BE GUARANTEED BY HOOKWAYS)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

IF YOU WISH TO PAY BY VISA OR MASTERCARD, PLEASE TICK THE APPROPRIATE BOX

NAME OF CARD HOLDER \_\_\_\_\_

SIGNATURE ON CARD \_\_\_\_\_

EXPIRES \_\_\_\_\_ DATE \_\_\_\_\_

Security code (last 3 digits on signature strip) \_\_\_\_\_

# Booking Conditions

Hookways Ltd subscribes to the Code of Conduct of the Bonded Coach Holiday Group (BCH) of the Confederation of Passenger Transport UK (CPT). The BCH requires a bond to be taken out to provide protection in the unlikely event that a member cannot carry out his obligations to his passengers for financial reasons.

Our Fair Trading Agreement and holiday information sets out clearly and simply the responsibilities which we at Hookways Ltd have to you and which you in turn have 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 this 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 Fair Trading Agreement and the Holiday Information provided in this brochure. 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. On our part we have the obligation to provide you with the holiday you have booked. Our specification of that holiday and our terms are clearly stated in this brochure. Your contract is entered into with Hookways Ltd. Any other subsidiary companies of the Hookways Ltd involved in the booking or management of your holiday shall be deemed to act as our agents. This Fair Trading Agreement applies to all holidays sold from this brochure.

## YOUR CONTRACT WITH HOOKWAYS LTD

1. You Pay a Deposit. When you make your booking you must complete a booking form, accepting on behalf of all your party the terms of the Fair Trading Agreement, and pay a deposit of: **£50 per person**

All monies paid to your Travel Agent are held by him/her on your behalf until you receive our confirmation. Thereafter the travel agent holds the monies on our behalf.

2. You Pay the Balance. The balance of the fare must be paid via the office at which you made your booking at least 6 weeks before the holiday departure date. If you book within the applicable balance due period you must pay the full holiday cost at the time of booking. If the balance is not paid in 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 cancellation charges set out in Paragraph 4 'If You Cancel Your Holiday'. If you book within weeks of the departure date you must pay the full amount at the time of booking.

Any Travel Agent requesting that you pay balances earlier than these dates will hold that money as your agent (not as the agent of Hookways Ltd) until such time as payment is deemed due by us as per these conditions.

3. 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, provided that written notification is received at our offices from the person who signed the Booking Form, or their Travel Agent, not later than the date on which the balance of the original holiday cost was due for payment. This must be accompanied by a payment of £10 to cover administration costs. Any alteration by you made later than the original balance date will be treated as a cancellation of the original booking and will be subject to the cancellation charges set out below. Other alterations such as the addition of requests or change of pick-up point that require a reconfirmation to be issued must be notified and accompanied by a payment of £10 to cover administrative costs.

4. If you Cancel Your Holiday. You, or any members of your party, may cancel your holiday at any time provided that the cancellation is made by the person signing the booking form and is communicated to us in writing via the office at which you made your booking. As this incurs administrative costs we will retain your deposit and, in addition, apply cancellation charges up to the maximum shown below:

Period before departure within which written cancellation is received	Amount of cancellation charge shown as % of holiday
More than 42 days	Deposit
28 to 42 days	30%
14 to 27 days	45%
7 to 13 days	60%
0 to 6 days	100%

Alternatively, you have the right to transfer the booking to another person provided that they satisfy all the conditions applicable to the package as long as you give the Company at least seven days written notice of your intention to do so.

Both you and the person to whom you transfer the booking will be responsible for payment of any outstanding monies and in addition there will be an administration fee of £10 per passenger to cover costs incurred. NOTE: If the reason for cancellation is covered under the terms of an insurance policy, you may be able to reclaim these charges.

5. If You Have a Complaint. If you have a complaint during your holiday, please inform, in the first instance the supplier of the service and then inform our driver/courier, or representative who will do his/her utmost to resolve the problem immediately. If the matter cannot be put right on the spot, you must notify us in writing within 28 days of the completion of your holiday and this must be sent to the address on the back of this brochure and you must quote your booking reference number, holiday number and departure date. Failure to establish your complaint immediately in accordance with the above procedure may affect the outcome of it.

6. Statutory Authorities. This brochure is issued subject to applicable Acts of Parliament and Government Regulations and the company reserves the right to modify itineraries to conform with requests from the competent authorities in the United Kingdom and any other sovereign state through which the tours run.

7. Conditions of Carriage. When you travel on an aircraft, train or ship, the conditions of that carrier apply and are subject to National and International conditions which may limit or exclude liability.

Your contract made under the terms of this Fair Trading Agreement is subject to English law and jurisdiction. Some coach journeys are operated by vehicles other than those owned by Hookways Ltd and the specification may be different to that detailed in this brochure. The Public Service Vehicle (Conduct of Drivers, Conductors and Passengers) Regulations as amended 1990, apply to all coaches throughout any holiday in the UK.

8. Other Terms. On a short holiday you may not:

- (a) Bring a pet or any other animal (other than Guide Dogs in the UK and Eire only and by arrangement.
- (b) Play a radio or a cassette player on a coach

Hookways Ltd reserves the unconditional right to refuse a booking or terminate a clients holiday in the event of unreasonable conduct which in Hookways Ltd 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 your holiday by such a termination Hookways Ltd responsibility for your holiday thereupon ceases. Full cancellation charges will apply and Hookways Ltd will be under no obligation for any refund, compensation or loss which you may incur. You are responsible for ensuring that you are at the correct departure point at the correct time, and we cannot be liable for any loss or expense suffered by passengers because of their late arrival at any departure point. Excursions are included in the price of most holidays and refunds cannot be made for passengers not wishing to go on these excursions. Admission fees to buildings, grounds etc. are not included in the price of the holiday unless otherwise stated in the brochure.

9. Passport. For all Continental holidays you will require a full 10 British Passport.

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 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.

10. Health. Under normal circumstances most Western European Countries do not require visitors to be vaccinated. However, we will indicate any known vaccination or other health requirements where possible for each country to be visited. You are advised to check with your own doctor before travelling.

## OUR PROMISE TO YOU

1. We Reserve Your Holiday. When you have ascertained or your travel agent has provisionally confirmed that we have available space on the holiday of your choice, a confirmation / invoice will be forwarded to you normally within 14 of receipt of your signed booking form and the contract is made between us when you receive this confirmation.

2. Your Holiday Price. Holiday prices include all coach travel, hotel accommodation and meals as specified in the holiday description and VAT at the current rate where applicable. The price of your holiday is subject to surcharges on the following items: governmental action, VAT, currency, road fuel, port and ferry surcharges. Even in this case, we will absorb an amount equivalent to 2% of the holiday price which excludes insurance premiums and any amendment charges. Only amounts in excess of this 2% will be surcharged but where a surcharge is payable there

will be an administration charge of 50p together with an amount to cover agents' commission. 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 the invoice. In addition to Sterling we use the following currencies in calculating our rates and fares for 2010. Below are the equivalent exchange rates to £1 Sterling as provided by the Traveler website on 30th October 2009.

Country	Exchange Rate
Euro Zone	€1.07 (Ireland, Germany, Spain, France, Belgium, Portugal, Italy, Austria)
Switzerland	Sfr 1.62

3. If We Change Your Holiday. The arrangements for holidays in this brochure are made many months in advance and changes are sometimes unavoidable. Most of these changes are likely to be minor and we or our representatives will endeavour to keep you informed. However, where before departure we have to alter significantly an essential term of this contract, such as (price - if price changes are allowed in the contract) location of resort, quality of main hotel (not including single overnight hotels on touring holidays or tour itinerary changes involving a destination being eliminated, we will notify you of the change as soon as possible. In such circumstances you will be given the following options:

- a) to accept changes to the contract
- b) to take a substitute holiday of equivalent or superior quality if we are able to offer you one; or
- c) to take a substitute holiday of a lower quality if we are unable to offer you one and to recover from us the difference between the price of the original holiday and that of the substitute holiday; or
- d) to have repaid to you as soon as possible all the monies paid by you under this contract.

\* If you choose a) b) or c) we will pay you compensation on the scale below. If you choose d) we will refund all monies paid by you, plus compensation on the scale below.

Period before departure within which a cancellation has taken place	Compensation per person
More than 42 days	Nil
29 - 42 days	£10
15 - 28 days	£15
8 - 14 days	£20
0 - 7 days	£25

4. If We Cancel Your Holiday. It is necessary for there to be a minimum number of passengers in order to operate a tour. If this minimum number is not achieved before the balance due date the tour could be cancelled.

In certain circumstances, therefore, we may have to cancel your holiday, and if this should occur we will return to you all the money you have paid to us, or offer you a suitable alternative. However, we will not cancel your holiday:

- (a) Immediately prior to the departure date unless you have not paid your holiday in full.
- (b) After the balance due date, except as a result of hostilities, political unrest or other circumstances amounting to force majeure. (or other options as necessary).

If we have to cancel your holiday at any time Hookways Ltd is liable only for any monies you may have paid to Hookways Ltd at the time of cancellation and for compensation payments as detailed in paragraph 3 above.

5. What happens to Complaints? All complaints that are received are thoroughly investigated and customers are kept informed at each stage of the investigation. Sometimes the investigations can take time when awaiting a response from hoteliers. We can normally agree an amicable settlement of the few serious complaints we receive, if the complaint is found to be genuine.

Arbitration Conditions - Disputes arising out of, or in connection with, this contract which cannot be amicably settled, may (if the customer so wishes) be referred to arbitration under a special Scheme which, though devised by arrangements with the Confederation of Passenger Transport UK, is administered quite independently by the Travel Industry Arbitration Service. The Scheme (details of which will be supplied on request) provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on the customer in respect of costs. The Scheme does not apply to claims for an amount greater than £1,500 per person. There is also a limit of £7,500 per booking form. Neither does it apply to claims which are solely or mainly in respect of physical injury or illness. (There is a time limit of 9 months from the date of return).

Please note that correspondence received between June and September may take us longer to respond to.

6. 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 to 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 in 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 paragraph 4 (b) above.

(i) Please remember that some amenities (eg. hotel lifts, swimming pools etc) require servicing and cleaning and may not therefore be available at all times. Some services may be affected by weather conditions and their availability is entirely at the discretion of the provider of the service. Entertainment (particularly live entertainment) provided by 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.

(ii) 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.

(iii) The published running times of services are estimates only and we will not be liable for any loss (howsoever caused) arising from delay or failure to operate services in accordance with published timings.

7. Personal Injury. (Whilst participating in arrangements made by us). Hookways Ltd has taken all reasonable and proper steps to ensure that proper arrangements have been made for all the holidays which are advertised in this brochure, including Optional Excursions offered by our employees or agents, and that the suppliers of all the services are efficient, safe and reputable and that they comply with local and national laws and regulations of the country in which they provide those services. Whilst we have no direct control over the provision of services to you by suppliers, we will pay to our clients the equivalent of such damages as they would be entitled to receive under English Law in an 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 arrangements for your holiday as described in this brochure where such failure or improper performance is due to the fault of such person and not an event which such person could 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 3 months of the return from holiday (b) the injured client(s) assign to Hookways Ltd 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 or to which we are subrogated and (d) such payment is limited in the case of transport by water or air to a maximum of such sums as would be obtained under the provisions of the appropriate International Conventions.

This assignment is necessary to enable us to try and 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 clients.

8. 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 Hookways Ltd 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.

Brochure produced in October 2009.