

Our Obligation to You

- (1) **We reserve your holiday:** Once we confirm that we have available space on the holiday of your choice. Your holiday booking is confirmed as soon we receive your booking form and deposit or full payment. We will forward a confirmation / invoice to you within 21 days and the contract is made when you receive this confirmation.
 - (2) **Our price guarantee:** Our prices are fixed on the 6TH of October 2004 and are shown on the page of each tour and on per person bases. The price of our British holidays are guaranteed and there will be no surcharge the exception to this price guarantee is any change of tax imposed by government or government agency action in the UK or abroad which significantly affects holiday cost and in such cases we reserve the right to vary our prices. If this means paying more than 10% of the holiday price you will be entitled to cancel your holiday with a full refund of all money paid except any premium paid to us for holiday insurance and amendment charges and this will be the limit of our liability to you. You must exercise your right to cancel within 21 days from the issue date printed on the invoice.
 - (3) **If we change your holiday:** Your holiday is planned many months in advance and although it is unlikely it is possible that circumstances may force us to make changes in the advertised holiday. These changes fall into two categories:
 - (a) **Minor changes** take form of changes to departure or return times less than twelve hours, alteration to booked seat numbers, changes to departure point within twenty miles of original booked, or offer a different mode of transportation to a major joining point. Changes in accommodation to a similar or higher official classification, whether main resort or en route accommodation or area changes to advertised tour itineraries, changes to of hotels or location town for two nights or less if time allows we will advise you of minor changes.
 - (b) **Major changes** are those including changes to your chosen resort area. Time of departure or return of more than twelve hours or offering accommodation with lower official classification. If we make a major change you decide (1) To continue with holiday amended (2) accept an alternative holiday which we may offer you (3) cancel your booking. If you chose 1 or 2 we will pay you compensation on the scale shown below. If you chose 3 we will refund all money paid to us plus compensation on the scale shown below. This is the limit to our liability to you.
- Important notes:** compensation payments do not apply to changes caused by reason of war, riots, civil strife, terrorist activity, industrial disputes, natural and nuclear disasters, fire, adverse weather conditions technical problems to transport closer or congestion of roads or other events beyond our control.
- (1) If we cancel your holiday: In certain circumstances we may have to cancel your holiday and if this should occur we will return all monies paid to us, or offer you a suitable alternative. However if we cancel your holiday within four weeks of departure date unless:
 - (1) you have not paid your holiday in full
 - (2) if your holiday is influenced by events beyond our control. If we have to cancel your holiday at any time up to four weeks before departure we are liable only for monies you have paid to us at the time of cancellation we will refund all monies and pay compensation on the scale shown above in paragraph 3 if we change your holiday.
- (2) **We accept responsibility:** For action and / or omissions of our employees, agents, sub contractors and suppliers whilst they are acting within the scope of their employment with us. We also accept responsibility should the services we offer prove deficient in any way. If any part of your holiday is not provided in the advertised manner, we will pay you appropriate compensation if this has affected the enjoyment of your holiday. We will not however be responsible for, nor accept liability for death, bodily injury or illness caused to the signatory to contract and / or any other named person on the booking form save in so far as such death, bodily injury or illness is caused by negligence of R & S WATERSON or its employees or agents, suppliers, sub contractors, servants and / or agents of the same. If you purchase in resort a local excursion, trip or tour, we will pay you reasonable compensation if its not as advertised by R & S WATERSON however you should be aware that (a) some hotel amenities e.g. lift, swimming pools require servicing or cleaning and we cannot therefore guarantee that they are always available (b) some excursion itineraries included can be affected by inclement weather and may be cancelled or arrangements be changed whenever possible a suitable alternative excursion will be offered.
 - (3) Our delay policy: In the event of delay of more than six hours to the advertised times on any of our holidays we will do our best to provide meals and accommodation as appropriate.
 - (4) Special request: We accept these on the understanding that provided they are mentioned on the booking form they will be passed on to the hotel under no circumstances can we guarantee that such request will be granted or that the hotel has or is able to provide the requested facility.
 - (5) Our policy on luggage: R & S WATERSON will only accept responsibility for loss or damage if you have complied with paragraph 9 of your contract with R & S WATERSON.
 - (6) Entertainment: Some of the hotels we use arrange entertainment which vary from dancing to bingo all as to which is at there discretion and therefore not guaranteed and could be withdrawn if there is lack of demand or insufficient numbers staying in the hotel.
 - (7) Your financial security and peace of mind: (a) the company has established the trust deed and the trust deed account in order to comply with EC directive 90314 for the benefits of its customers (b) All moneys received on behalf of clients in relation to their holiday is paid in to a dedicated client trust account in conjunction with the Royal Bank of Scotland PLC. © Under the terms of the trust deed the company shall not be entitled to require transfer of moneys until such time as it has certified to the trustees that the contract has been satisfactory performed your attention is drawn to the conditions relating to companies (d) Your money is therefore kept safe until your holiday is completed. (e) In the event of insolvency of the company during your holiday it may be possible for you to obtain financial assistance immediately from the trustees of the deed to assist in your return. You should note that coach operators contracted for your holiday will be bound by contract entered into on your safe return to all original departure points of the holiday and this obligation has been entered into by the company with coach operator on the basis that the company acts as agent for you and as customers and that you are therefore entitled to the benefit of that commitment.