

Booking Terms & Conditions

1. YOUR HOLIDAY CONTRACT

Your contract is with the The UK Holiday Group Limited trading as SunriseDirect. When you make a booking you guarantee that you have the authority to accept, and do accept on behalf of your party, the terms of these booking conditions. This contract is made on the terms of these booking conditions, which are governed by English Law, and the jurisdiction of the English Courts. You may, however, choose the law and jurisdiction of Scotland or Northern Ireland if you wish to do so. No contract exists between us until we despatch your Holiday Confirmation Invoice - please see Point 2, YOUR BOOKING for full details.

2. YOUR BOOKING

a. Deposits and Final Payments

Deposit payments are non-refundable.

Please make cheques payable to SunriseDirect or to the travel agent you book through (if applicable) and remember to include any insurance premiums, if you choose to purchase insurance through us. It is a condition of booking that you must have holiday insurance to travel with SunriseDirect and all insurance details must be provided at the time of confirming your booking. Cheques are not accepted within 14 days of travel.

Holiday type	Number of days	Deposit £'s per person	Final payment prior to departure
UK & Ireland Coach Holidays	1	£30	28 Days
	2-4	£45	28 Days
	5	£65	28 Days
	6-10	£65	35 Days
Warner Holidays	4-5	£65	56 Days
Channel Islands by Sea & European Coach Holidays	4-5	£70	42 Days
	6-8	£80	42 Days
	9-12	£90	42 Days
Air Holidays	N/A	£250	91 Days
River Cruises	N/A	£200	42 Days
Ocean Cruises	6	£125	99 Days
	7-9	£150	99 Days
	10-11	£175	99 Days
	12-16	£200	99 Days
Self-Drive Breaks	N/A	£10 per night	28 Days

For most holidays your Holiday Confirmation Invoice showing the total holiday cost, less the deposit paid will be despatched within 3 weeks of receipt of your deposit money. For holidays by air your Invoice will be despatched within 7 days. The Invoice shows clearly the balance due and the latest date by which payment must be made. No reminders will be sent so please keep the Invoice safe and make a special note of when the balance is to be paid. If the balance is not paid on or before the balance due date then your holiday will be treated as cancelled. Separate arrangements are made in the case of Late Bookings (see point 2b). When you buy a flight-based holiday, all monies you pay to the travel agent are held by them on behalf and for the benefit of the Trustees of the Air Travel Trust at all times. This is subject to the agent's obligation to pay it to us for so long as we do not fail. If we fail, any money held at that time by the agent, or subsequently accepted from you by them, is and continues to be held on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us. When you buy a holiday not including a flight, all monies you pay to the travel agent are held by them on our behalf at all times.

b. Late Bookings

Bookings made within balance due must be paid in full at the time of booking.

SunriseDirect will forward your travel documents and information approximately 10 days prior to departure.

3. CANCELLATION OF YOUR BOOKING

a. General

If you wish to cancel your holiday, for whatever reason, you must let us know as soon as possible in writing. Cancellation will be effective at the time written notification is received by

b. If You Cancel your Holiday

- If you cancel your holiday for any reason we will be forced to apply our cancellation charges at the rates shown at the top of the next column:
- Should you cancel your holiday due to medical reasons and you can support this with the documentation requested by the insurer, you may be able to reclaim these charges, less any excess figure, if the reason for cancellation is covered by your holiday insurance. Advice on how to make your claim against the insurance policy we offer, which must be dealt directly with the Insurance Company, will be sent together with a Cancellation Invoice following your written confirmation of cancellation.
- If any person with whom you are sharing accommodation should cancel, and you wish to continue with your holiday as planned, we will make every effort to transfer you to suitable accommodation, if available. If this is not possible, or if this results in any additional charges, we reserve the right to pass on these charges to you, or to cancel your holiday and apply the appropriate cancellation charges.

If We Change or Cancel Your Holiday

Material Alterations, Cancellations and Compensation.

Because our brochure details are prepared months in advance it could become necessary, in certain circumstances, to change your holiday arrangements, to amend itineraries, change hotels, alter your UK airport, amend your coach seat number or to cancel your holiday because it has failed to attract the minimum number of passengers required for the tour or pick-up point. Often these are only minor changes, but where a Material Alteration or Cancellation (see point c.ii) becomes necessary outside the date when full payment is due you have the following options: (a) to continue with the holiday as amended or (b)

Holidays where full payment is due up to 99 days before departure							
	UK & Ireland Coach & Hotel Only Breaks	Channel Islands by sea, European Coach & River Cruise	Warner Holidays	Air Holidays	Ocean Cruising		
100 days or more before departure	deposit only	deposit only	deposit only	deposit only	deposit only		
99-92 days before departure	deposit only	deposit only	deposit only	deposit only	20%		
91-71 days before departure	deposit only	deposit only	deposit only	40%	40%		
70-57 days before departure	deposit only	deposit only	deposit only	60%	60%		
56-43 days before departure	deposit only	deposit only	30%	85%	85%		
42-29 days before departure	deposit only	50%	40%	85%	85%		
28-15 days before departure	70%	75%	70%	100%	100%		
14-7 days before departure	85%	90%	85%	100%	100%		
6 to day of departure or after	100%	100%	100%	100%	100%		

accept an alternative holiday which we may offer or (c) cancel your booking and receive a prompt refund of all monies paid. A refund will become due to you if any alternative accommodation offered to you is of a lower standard than previously advertised. Where a Material Alteration or Cancellation is notified after the date when full payment is due you are also entitled to compensation on the scale set out below, unless this is a result of hostilities, lock-out, political unrest, industrial disputes, adverse weather conditions, fire, epidemic or health risk, disease outbreak, fuel shortage or any other reason of unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all care had been exercised.

Period before departure when a Material Alteration or Cancellation is notified	Full payment due up to 28 days before departure	Full payment due 29-42 days before departure	Full payment due 43-70 days before departure	Full payment due 71-90 days before departure	Full payment due 91-99 days before departure
	Compensation per person				
99 days to 92 days	nil	nil	nil	nil	£5
91 days to 71 days	nil	nil	nil	£5	£10
70 days to 43 days	nil	nil	£5	£10	£15
42 days to 29 days	nil	£5	£10	£15	£20
28 days to 15 days	£5	£10	£15	£20	£25
14 days to 1 day	£10	£15	£20	£25	£30

Definitions of Material Alterations and Cancellations.

For the above purposes a holiday will be deemed to be Materially Altered or Cancelled if we make a significant change of resort, a change of accommodation to a lower standard, a change of departure date, a change of UK airport (except between the London airports of Gatwick, Heathrow, City, Stansted, Southend and Luton) or a change of coach holiday departure point more than five miles from the original.

If you purchase the insurance we offer and your holiday is cancelled by us then we will refund your insurance premium in full. However, should you choose to take insurance with an alternative provider then they may not offer a refund under these circumstance. Therefore, please check this with your alternative insurer as we will not be held responsible for any losses you may incur.

As our brochure is published many months in advance the flight times detailed in the brochure, and any other flight holiday literature we publish from time to time, are for guidance only. Flight times and or schedules can change, often with little notice, and we reserve the right to substitute alternative airlines, routes and times from those shown if required or to operate the holiday with the altered times. Such a change is not a Material Alteration (see section 3cii) and will not entitle you to cancel your holiday without incurring a cancellation charge. Your final flight details will be sent to you with other important travel information about 10 days before departure and you should check this carefully as soon as it is received.

- e. Changes to Your Booking and Amendment Charges
 i. If, after booking your holiday, and prior to 7 days before departure, you are prevented from travelling and wish to amend the booking to another person, the company will agree as long as the other person satisfies all the conditions applicable to the package, and subject to both persons accepting joint and several liability for full payment of the package price and the company's charge of £20 (see point e.iv for exception) for confirming the transfer plus any additional costs imposed upon the company by accommodation, flight and cruise operators or any other supplier.
- If, after booking your holiday, and prior to the balance due date, you wish to transfer to an alternative holiday/departure date, and/or amend your pick up point, the company will agree, dependent upon availability, and will charge £20 (see point e.iv for exception) to process the amendment plus any additional costs imposed upon the company by accommodation, flight and cruise operators or any other supplier.
- Any transfer requests within balance due will however be treated as a cancellation and will be subject to the scale of cancellation charges set out in point 3bi. Requests for changing the booking to another departure date, hotel, tour, or to amend your departure point/travelling plans, will be treated as a cancellation.



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iv. Ocean cruises are subject to a £50 administration fee per person for name changes outside 99 days and a 25% charge within 99 days.

4. YOUR HOLIDAY

a. Your SunriseDirect Holiday Package

Your holiday includes a number of elements as stated in the brochure. Unfortunately we cannot make any refunds if you choose, or are unable to, take any part of this package.

b. Your Holiday Accommodation

- Bedrooms with private facilities (sometimes referred to as En Suite or Private Bathroom)
 have bath and/or shower and WC, and some rooms may have a washbasin in the bedroom
 rather than in the WC or bathroom.
- ii. There is no additional supplement for the limited number of single-bedded rooms available at our UK mainland hotels. However, certain hotels may allow single occupancy of double or twin bedrooms at no additional charge but once the allocation has been sold then additional rooms, where available, will carry a supplement.
- iii. Hotel descriptions in this brochure indicate whether there is a lift or no lift. However, where a lift is indicated this is not meant to imply step-free access to all public areas or bedrooms.
- iv. Lower floor rooms are defined as rooms on the ground or first floor. We make no extra charge for the limited number available and although every effort is made to comply with your wishes we accept no liability for failure to provide such a request and cannot accept bookings which are conditional upon us fulfilling this request.
- v. Any Special Requests (eg special diets, low floor rooms or rooms adjoining) must be made at the time of booking and be printed in the relevant section of your confirmation invoice issued by us to you or your travel agent. If, for whatever reason, this is missing then you must contact us immediately otherwise the details will not be passed on to your accommodation supplier. Whilst every effort is made to comply with your wishes we cannot guarantee that such requests will be granted, or that the accommodation supplier is able to provide the requested facility. We cannot accept any reservation which is conditional upon any special request being satisfied.
- vi. Some amenities and facilities require cleaning, servicing or may suffer mechanical failure at times, and other unforeseeable factors beyond the control of the supplier may affect their availability from time to time. Hotel entertainment as detailed in the brochure may also be affected for similar reasons and therefore its frequency and nature may be subject to change. The listing of a 'Dance Floor' in a hotel description does not necessarily mean that dancing will be available during your stay.
- vii. In certain circumstances it may become necessary to change the location of a single overnight stop. Whilst we will do our best to notify you in advance of such a change, we reserve the right to effect such a change without notice. At all times the change of hotel will be of equivalent standard to the original. Please ensure you take all belongings with you at overnight stops.
- viii. Hosts / Representatives / Tour Managers should this service be included in the holiday join the tour either at the Interchange Area, or at your hotel.
- ix. In certain cases tourist board accommodation categories or star ratings are shown against hotels. Overseas countries have different grading systems, and star ratings may not be

c. General

- On full board holidays lunch is not included on the first and last days, and packed lunches are supplied on full day excursions. On half board holidays dinner is included on the day of arrival and breakfast on the morning of departure (unless specifically stated in this brochure or on your confirmation).
- ii. Admission fees or guided tours are not included in the holiday price unless expressly stated in the excursion description. We reserve the right to change litineraries and included excursions from those stated in the brochure, where necessary, and this will not entitle you to compensation where such variations are a consequence of non-significant changes to your holiday.
- iii. We reserve the right to prohibit travel should you be experiencing medical symptoms likely to cause ill-health to others. It is, therefore, vital that you ensure that you are fit to travel prior to arriving at the airport, port or pick-up point as full cancellation charges will apply should we be forced to terminate your holiday. We also reserve the right to refuse a booking or terminate your holiday and levy full cancellation charges in the event of irrational conduct which is likely to cause anxiety, annoyance, harm, danger or ill health to other passengers or employees.
- iv. Should you leave any belongings at the hotel or on the coach we will make every effort in tracing and returning them to you, although we do reserve the right to pass on any cost incurred in doing so.
- v. In the event of any contact being made with SunriseDirect, either directly by you, or by your Travel Agent, on any subject whereby information contained in this brochure is changed, or additional information given, you or your Travel Agent must ensure that the information given is confirmed in writing. No responsibility will be accepted for any loss, damage or disappointment if this procedure has not been followed.
- vi. Responsibility is limited for events which are reasonably beyond our control and unforeseeable. Examples of such events could include traffic or road conditions, unavoidable technical or mechanical transport problems, epidemic outbreaks, weather conditions, disputes, fuel shortages and fire.
- vii. Should you take out the holiday insurance we offer, and subsequently make a claim under your insurance policy, we can take no responsibility if this claim is disputed or refused by the insurer or for any additional expense incurred by you in making the claim whether
- viii. We will not be held responsible for any of your items taken on holiday that are subsequently damaged, howsoever caused.
- ix. No items within your luggage should exceed a £200 limit per item.
- x. Due to the overall weight and space restrictions on vehicles, luggage is limited to one medium size suitcase per person. Luggage on aircraft or other carriers is subject to the carrier's terms and conditions, a copy of which can be sent to you on request.
- Occasionally it may be necessary to join a ferry as a foot passenger rather than onboard a coach.
- xii. All holidays are sold subject to availability.

5. PASSENGERS WITH HEALTH CONSIDERATIONS/DISABILITIES

Whilst we welcome passengers on our holidays with health considerations and disabilities, some of our holidays may not be suitable for certain special needs. Some hotels do not offer ground/lower floor accommodation or lifts/easy access. It is, therefore, important that we have

details of the full extent of your needs in writing and you must ensure that this has been acknowledged by us. Collapsible wheelchairs are accepted on coaches, with prior agreement, however, the overall weight of the coach is restricted and there is also limited space for luggage and extra equipment. It is not usual for us to be able to carry more than one mobility scooter on a coach and carriage of such an item will be subject to weight, size and other information acknowledged by us. Please be aware that airlines do have their own conditions for carrying such equipment. We will always endeavour to assist with your requirements when you book your holiday. If we are not informed of any disabilities in this way we cannot be held responsible for any cost or inconvenience incurred. Should you cancel or terminate your holiday due to these reasons full cancellation charges will apply.

6. YOUR TRAVEL ARRANGEMENTS

a. Departure times and Places - coach holidays

- i. It is only possible for customers to be picked-up and dropped off at the scheduled departure points stated in this brochure. Please be aware that the pick-up point addresses may change, so please ensure you check your final travel information carefully. Departure and Return times shown in the brochure are approximate times only and are subject to change. Final travel times will be confirmed with your Final Travel Documents approximately 10 days before departure.
- ii. If you do not receive your travel documents within 5 days of your departure date you must contact us immediately so that they may be re-sent to you or any new details confirmed as soon as possible. We cannot accept any responsibility for any loss or expense resulting if the above procedures have not been carried out.
- iii. You are responsible for ensuring that you are at the correct departure point at the correct time. We cannot accept any responsibility for you not locating your transport or any additional expenses incurred due to you failing to join your transport for the above reasons.

b. Tour coaches and coach seats

- i. If it becomes necessary to use a coach with different seat numbers to those indicated on our travel information page, the seat position should not change significantly. However, we cannot accept bookings conditional on the provision of specific seats and accept no liability if the seat provided is in a different position to that indicated in the published seating plan. Reserved seats are not allocated on transfer services or optional excursions. Although tours may be advertised as having a coach with WC facilities or air-conditioning, we reserve the right to operate a coach without such facilities should this become necessary due to mechanical failure, accident, low passenger numbers etc.
 ii. From time to time taxis, minibuses and small coaches may be used on the transfer element
- ii. From time to time taxis, minibuses and small coaches may be used on the transfer element of your holiday and these vehicles do not have a WC facility. In addition these smaller vehicles are sometimes used to transfer you to the main transfer coach.
- iii. From time to time it may become necessary to use multiple coaches during any given holiday due to mechanical problems or other operational requirements.
- iv. Continued use of mobile devices while on the tour coach is prohibited.

c. Smoking

All coaches are strictly no smoking and this includes all substitute tobacco & nicotine products such as electronic cigarettes etc. If you ignore this we reserve the right to terminate your holiday and levy full cancellation charges. You may also be liable to meet the cost of any claims brought against SunriseDirect resulting from such an incident.

d. Porterage

On all mainland coach holidays your luggage will be transferred for you at our interchange. While many hotels provide porterage, in some cases hotels may not provide this service, or you may incur a small extra charge. Therefore, we no longer guarantee porterage on all of our UK and European holidays. Porterage is not normally available at airports and seaports for security reasons

e. Conditions of Carriage

You are advised that overland carriage is in vehicles other than those owned or operated by SunriseDirect and that no sea or air transport is owned by the company. Such transport is subject to national and international regulations and conventions which may limit or exclude liability – a copy of these are available if you wish to see them. Your contract is subject to English Law and jurisdiction.

f. Air Holidays

SunriseDirect do not include transport to or from your chosen UK airport (unless stated in this brochure). Please see details on each relevant holiday page or the travel information page. Any passengers requiring airport assistance must request this at the time of booking. Failure to follow this procedure may result in this facility being unavailable and cancellation charges will apply should you choose to cancel your holiday as a result. You are advised that most airlines utilised by SunriseDirect do not include in-flight meals or drinks.

g. Delayed Departure

If your departure to or from the UK mainland is delayed for more than six hours beyond the scheduled departure time we will make arrangements for meals and alternative accommodation only if this delay results in the advertised meal and accommodation arrangements being cancelled. We cannot accept responsibility for any meals or accommodation not included in the advertised holiday itinerary. If departure from the UK mainland is delayed for more than twelve hours beyond the final scheduled departure time we reserve the right to cancel the holiday and refund all monies paid and this shall be the extent of our liability.

7. LIABILITY & CONSUMER PROTECTION

The 2018 Package Travel and Linked Travel Arrangements Regulations require us to provide security for the monies that you pay for package holidays booked from this brochure, other publicity material and on the website, and for your repatriation in the event of our insolvency. We provide this security by way of an ATOL (number 5024) - Air Travel Organiser's Licence - administered by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR, Tel: 0333 022 1500, email: claims@caa.co.uk and a Bond held by ABTA, The Travel Association, 30 Park Street, London SE1 9EQ www.abta.co.uk for packages that do not include flights. If you book arrangements other than a package holiday from this brochure, the financial protection referred to above does not apply. For your financial protection when you buy an ATOL protected air holiday package from SunriseDirect, you will receive an ATOL Certificate from us (or via our authorised agent through which you booked) This lists the flight, accommodation, car hire and/or other services that are financially protected, where you can get information on what this means for you and who to contact if things go wrong. Many of the flights and flight – inclusive holidays offered by SunriseDirect in this brochure, other publicity material and on the website are financially protected by the ATOL scheme. But ATOL protection does not apply to all holiday and travel services listed in this brochure, other publicity material and on the website. Please ask us to confirm what protection may apply to your booking. If you do not receive an ATOL