

**2025 BONDED COACH HOLIDAYS AND ABTOT TRADING CHARTER AND BOOKING CONDITIONS**  
**GALLOWAY COACH TRAVEL LIMITED, Denters Hill, Mendlesham, Stowmarket, Suffolk IP14 5RR**

**1. FINANCIAL PROTECTION**

Your contract is with Galloway Coach Travel Ltd of Denters Hill, Mendlesham, Suffolk IP14 5RR. When you book a holiday with us, which doesn't include a flight, the money you pay us for the booking will be protected by the Bonded Coach Holidays (BCH) and the Association of Bonded Travel Organisers Trust Limited (ABTOT),, this is a Government approved consumer protection scheme. The scheme will also ensure your repatriation in the event the company becomes insolvent. Our Trading Charter and Booking Conditions set out clearly and simply the responsibility we have to you and in turn, you have with us, when a contract is made. Please see the BCH Consumer Guarantee at [www.bchuk.org](http://www.bchuk.org). There is no financial protection if you purchase just transport or accommodation-only from us. We fully comply with the Package Travel and Linked Travel Arrangements Regulations 2018. The combination of travel services offered to you is a package holiday within the meaning of the Regulations. Therefore, you will benefit from all rights applying to package holidays. Galloway Coach Travel will be fully responsible for the proper performance of the holiday and providing assistance if you are in difficulty. Your key rights will be in the details of the tour which will be provided prior to booking.

We, or the suppliers identified on your ATOL certificate, will provide you with the services listed on the ATOL Certificate (or 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). 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).

**2. BOOKING AND PAYMENT**

When a booking is made, the 'lead name' on the booking guarantees that he or she is 18 or over and has the authority and accepts on behalf of the party the terms of these booking conditions and pays the deposit indicated as confirmed in the precontract information. After we receive your booking and all appropriate payments, if the arrangements you wish to book are available, we will send you or your booking agent a confirmation invoice within 14 days.

This confirmation will include any special requests we have agreed. All monies paid to your booking agent are held by them on your behalf until we issue our confirmation invoice, thereafter your booking agent holds the money on our behalf. A binding agreement will come into existence between us when we dispatch this invoice to the 'lead name' or your booking agent. Please check the confirmation carefully to ensure all the information is correct. This contract is

governed by English Law, and the jurisdiction of the English Courts.

Single occupancy of rooms, when available, may be subject to a supplementary charge and these will be shown in the brochure. You can book by paying a deposit for each person named on the booking but our commitment is always conditional upon the balance being paid as below:

- Deposit of £30 per person is required on all coach tours less than 2 days duration.
- Deposit of £60 per person is required on all coach tours over 2 days duration.
- Initial Deposit of £150 per person on all air tours. A second deposit is due 12 weeks later of a further £150.00 These are non-refundable and cannot be transferred to another booking.

Occasionally other deposit structures are used. You will be clearly notified prior to booking if the deposit structure is different.

The balance of the price of your tour must be paid as follows:	
On coach and air tours	8 weeks before departure
All day trips	6 weeks before departure

If you book within our balance due period, you will need to pay the total package cost at the time of booking. If the balance is not paid in time we reserve the right to cancel your package, retain your deposit, and apply the cancellation charges set out previously. The date of cancellation will normally be the date we receive your written confirmation that you intend to cancel or 15 days after the balance due date, whichever comes first. Where optional items are purchased as part of the package, these are payable on the balance due date except where items, such as theatre tickets, have been specifically purchased for you. In this case the cost will be payable at a separate date notified to you and will not normally be refunded unless we obtain a refund from the supplier we use.

**3. BROCHURE AND WEBSITE ACCURACY**

Although Galloway Coach Travel make every effort to ensure the accuracy of the brochure and website information and pricing, regrettably errors do sometimes occur. You must therefore ensure you check the price and all other details of your package with us at the time of booking and when you receive our confirmation invoice.

**4. OUR PRICING POLICY**

Galloway Coach Travel endeavour to ensure the most up to date and correct prices are shown in our brochure and online. Occasionally, an incorrect price may be shown, due to an error. When we become aware of any such error, we will endeavour to notify you at the time of booking (if we are then aware of the mistake) or as soon as reasonably possible. We reserve the right to cancel the booking if you do not wish to accept the price which is applicable to the tour. Local Authorities in many towns and cities throughout Europe have introduced new tourist taxes which must be paid directly to the hotel by all guests in person. These

taxes are not included in our prices but we will notify you when applicable.

Tour prices include all travel, hotel/hostel accommodation and meals as specified in the package description and VAT payable in the UK where applicable. The price of the package will not be subjected to any surcharges except those arising from exchange rate changes, transportation including the price of fuel, air & ferry operator fares and tolls, embarkation or disembarkation fees at terminals, duties and taxes (including the rate of VAT). Even in these cases we will absorb the cost equivalent to the cost of the first 2% of the package price. Amounts more than this plus £1 administration fee and Travel Agents commission will be surcharged to you. If this means the total cost of the package increases by more than 8% then you are entitled to cancel your package and receive a full refund of all monies paid except any insurance premium and amendment charges. We will communicate the options with you either through email or letter, with a reminder if necessary. If you exercise the right to cancel we must receive written notice within 20 days of the date of the surcharge invoice. The currency exchange rate used in the package costings are based on the exchange rate of 1.15 Euros, as at 15<sup>TH</sup> March 2021.

**5. IF YOU CHANGE YOUR BOOKING**

If, after our confirmation has been issued, you wish to change to another of our tours or change departure date, we will do our utmost to make the changes, but we cannot guarantee to do so. However, notification must be received in writing at our offices from the person who is the lead name on the booking, before your balance payment is due to be paid. This must be accompanied by a payment of £40 to cover our administrative costs, plus costs we incur in making the amendment. Alterations may not be able to be made after your balance has been paid and any such request for an alteration will be treated as a cancellation of the original booking and will be subject to the cancellation charges set out in the table below. Some arrangements cannot be changed without paying a cancellation charge of up to 100% of the ticket cost.

**6. TRANSFERRING YOUR BOOKING**

On selected tours you may be able to transfer your booking to somebody else but the person must satisfy all the conditions of the package and you must inform us either by letter or email no less than 7 days before departure. This transfer will cost £40 plus reasonable costs to make the transfer. You will remain responsible for ensuring payment before the balance due date. This is in addition to (and does not affect) the separate liability of the transferee to us.

**7. IF YOU NEED TO CANCEL YOUR PACKAGE**

You or any member of your party, may cancel your package at any time provided the cancellation is made by the person who is the lead name on the booking and is communicated to us in writing via the office who made your original booking. You must pay cancellation charges to cover our administration costs and to compensate for

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the estimated loss in resulting from the cancellation.  
 Your cancellation will take effect from the date on which we or our agent receive your written confirmation of your cancellation. You must also return any tickets or vouchers you have received. A reduction in room occupancy may increase the charges for the remaining passengers by the application of supplements for low occupancy of rooms. Where bought in supplies, such as ferries, hotel accommodation etc. have been bought in on your behalf, and where the terms and conditions of the supplier are non-refundable, these products will be charged to you at the full retail rate. If this applies, the non-refundable items will be deducted from your tour costs and the scale of charges below will be applied to the remainder. You may cancel your package without paying any termination fee before the start of the package, in the event of unavoidable and extraordinary circumstances occurring at the place of destination or its immediate vicinity. For instance, if there are serious security problems at the destination which are likely to affect the package.

Period before departure within which written cancellation of package price is received.	Amount of cancellation charge as a % of total package price.
More than 56 days	Deposit Only
55 – 29 days	30% or deposit if greater
28 – 15 days	45%
14 – 8 days	75%
7 – 1 days	100%
Departure day or later including voluntary termination during the package	Total package cost

**8. ALTERATIONS TO YOUR PACKAGE BY US**

We hope that we will not have to make any change to your package but, because our packages are planned many months in advance, we sometimes do need to make minor changes. We reserve the right to do this at any time. We will let you know about any important changes as soon as possible. If after booking, and before departure, we make a major change to your package, you will have the option of withdrawing from the package without penalty or transferring to another package without any charge. In either case, we will pay you compensation, according to the scale set below. A major change includes the time of your departure or return time by more than 12 hours, a change in departure point or location of resort or type of hotel. On all our packages we reserve the right to use either a ferry or the channel tunnel for any short sea crossing between England and France.

If we tell you about any of these changes after we have confirmed your package booking (other than force majeure), you may either:  
 • accept the new arrangements offered by us; or

- accept a replacement package from us of equivalent or similar standard and price (at the date of the change), if we can offer you one; or
- cancel your package with us and receive a full refund of all monies.

Period before departure in which significant change is notified to you or your agent	
More than 56 days	Nil
56 to 29 days	£10
28 to 15 days	£15
14 to 8 days	£20
7 to 1 days	£25

Either way, we will pay you compensation, using the Compensation table shown below.

**IMPORTANT**

Compensation will not be payable for events beyond our control, which 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; hurricanes and other actual or potential severe weather conditions and any other similar events. You are also advised to check with The Foreign and Commonwealth Office Advice Unit regularly at [www.fco.gov.uk/travel](http://www.fco.gov.uk/travel) prior to travel. We will not cancel your package less than 8 weeks prior to departure, except where you have failed to pay the final balance or because of force majeure (force majeure means an event which we or the suppliers of the services in question could not foresee or avoid and is therefore beyond our control).

**9. OUR RESPONSIBILITY TO YOU**

We accept responsibility for ensuring the package which you book with us is supplied as described in our publicity material and the services offered reach a reasonable standard and if you are in difficulty, we will assist you. If any part of our package contract is not provided as promised, you may terminate the contract without paying a termination fee and we will pay you appropriate compensation if this has affected your enjoyment of your package. We will however, not be liable if there are any unforeseeable or unavoidable actions of a third party not connected with our travel services, or there were unavoidable or extraordinary circumstances, or the lack of conformity is due to a traveller in the party. We accept responsibility for the acts and/or omissions of our employees, agents and suppliers except where they lead to death, injury or illness.  
 Our liability in all cases shall be limited to a maximum of twice the value of the original package cost (not including insurance premiums and amendment charges). We accept responsibility for death, injury, or illness caused by the negligent acts and/or omissions of our employees or agents together with our suppliers and sub-contractors, servants and/or agents of the

same whilst acting within the scope of, or during their employment in the provision of your package. We will accordingly pay to our clients such damages as might have been awarded in such circumstances under English Law. In respect of carriage by air, sea, tunnel and rail and the provision of accommodation our liability in all cases will be limited in the manner provided by the relevant international convention. If we make any payment to you or any member of your party for death or personal injury or illness, you will be asked to assign to us or our insurers the rights you may have to act against the person or organisation responsible for causing the death, personal injury or illness. This clause does not apply to any separate contracts that you may enter for excursions or activities during or outside of your package. If you or any member of your party suffer death, illness or injury whilst overseas arising out of an activity which does NOT form part of your package, we may offer guidance and where legal action is contemplated and you want our assistance, you must obtain our written consent prior to any proceedings (we limit the cost of our assistance to you or your party to £5,000 per party).

**10. IF YOU HAVE A COMPLAINT**

If you have a problem during your holiday, please inform your driver, tour escort, or the relevant supplier/resort representative, immediately who will endeavour to put things right. If your complaint cannot be completely resolved locally, you must complete a Holiday Report Form which can be obtained by your driver or local representative, which you should keep. Our contact number, for unresolved complaints will be our office number on 01449 766323 (open in office hours).  
 If you remain dissatisfied please follow this up within 14 days of your return home by writing to Galloway Coach Travel giving your original booking reference number and all other relevant information, including the reference of the Holiday Report Form. It is therefore a condition of this contract that you communicate any problem to the supplier of the services in question AND to our driver whilst in resort and obtain a written report form. If you fail to follow this simple procedure, we cannot accept responsibility as we have been deprived of the opportunity to investigate and rectify the problem. Should you wish to pursue a coach holiday complaint further, the BCH/ABTOT have an Alternative Dispute Resolution scheme and full details are available from them. Please contact them at, ABTOT 117 Houndsditch, London EC3A 7BT.

**11. OUR COACHES**

We will always use our reasonable endeavours to provide a coach to the specification in our brochure or advert, but reserve the right to substitute an alternative vehicle should there be unforeseen circumstances.

**12. HOTEL FACILITIES**

Some hotel facilities and entertainment may be withdrawn for routine maintenance or be

subject to seasonal availability and provision of the facilities cannot be guaranteed. Single occupancy of rooms may be subject to a supplementary charge.

### **13. HEALTH AND SAFETY**

In some foreign countries, standards of infrastructure, safety and hygiene may be lower than those to which we are accustomed in the UK. You should therefore exercise greater care for your own protection. There may be countries that we visit that have special medical requirements for tourists. These regulations are subject to change and our clients are responsible for complying with entry and current health requirements. If you are not sure of the health requirements for the country you are visiting, you are advised to check with your own GP before travelling. You are also advised to refer to the Department of Health leaflet "Health Advice for Travellers". Some people may be at risk from discomfort or deep vein thrombosis (DVT) if they remain immobile on a journey for a long period. If you are planning to undertake a journey of more than three hours, you should consult your doctor, if you have ever had DVT, pulmonary embolism, a family history of clotting conditions, cancer or treatment for cancer, stroke, and heart or lung disease or if you have had major surgery in the past three months.

We reserve the right to refuse any booking in the absence of a doctor's certificate confirming that you are fit to travel. Where we provide comfort stops you are encouraged to walk around. Exercise reduces any discomfort, which may be caused by periods of immobility.

No smoking is allowed on our coaches (including e-cigarettes) and we do not allow pets or any other animals, although we accommodate registered assistance dogs, but not on overseas packages.

### **14. TRAVEL DOCUMENTS, ITINERARIES, PICK-UP POINTS AND PASSPORTS**

We can only provide general information regarding entry, passport, visa, immigration requirements and safety and health formalities applicable to your package itinerary. It is your responsibility to check such requirements (in good time before departure), in order to make your decisions to fulfil such requirements regarding your destination and/or the country(ies) through which you may be transiting through.

Such information which you may need to check includes (but is not limited to) passport requirements including (but not limited to) how valid your passport must be after return date, whether your passport must be machine readable, or which visas may be required for entry such as ETA for UK travel and/or ETIAS for EU travel.

You must check requirements for your own specific circumstances with the relevant bodies as applicable. We have provided a few useful resources below, though it is **your responsibility to check and see if such body would be relevant to yourself.**

- the Foreign, Commonwealth and Development Office ("FCDO",

<https://www.gov.uk/travelaware>)

(applicable to UK residents);

- UK Passport Office (0870 5210410 or <https://www.gov.uk/browse/citizenship>).
- Embassies, High Commission and/or Consulates;
- own doctor.

For UK residents booking European travel, you should obtain a UK Global Health Insurance Card (UK GHIC) prior to departure unless you are able to rely upon an existing European Health Insurance Card (EHIC). For travel to Norway, Iceland, Liechtenstein and Switzerland, UK GHIC and EHIC can not be used for medical treatment. Passengers to these destinations should obtain comprehensive medical insurance prior to departure, including cover for emergency medical treatment and associated costs. We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any entry, passport, visa, immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any entry passport, visa, immigration requirements or health formalities.

You are responsible for ensuring you are at the correct departure point, at the correct time and with the correct documents. Galloway reserve the right to modify itineraries to conform with requests from competent authorities both within the UK and abroad.

### **15. SPECIAL REQUESTS**

All special needs and requests, if agreed, should be entered on the booking form and be included in the confirmation of the package. These cannot be guaranteed except where confirmed as part of our package commitment to you and are detailed on your booking confirmation. We are keen to ensure that we plan the arrangements for your package so that special needs and requests can be accommodated as far as possible. If you will need assistance, or may be unable to fully enjoy all aspects of your package you must tell us in advance so we can maximise your enjoyment of the tour. We will need to know if you need special facilities in the hotel, taking part in the excursions or have difficulty boarding and travelling on the coach or other means of transport. Some itineraries may not be suitable for those less mobile.

Before booking your package, you should be sure that you and your party are both physically and mentally capable of completing the itinerary. If you need advice or further information either you should contact your tour co-ordinator. If you will require a special diet please tell us at the time of booking, or as soon as you are medically advised, together with a copy of the diet.

### **16. PASSENGERS WITH DISABILITIES**

We want everyone to enjoy our travel arrangements. We are happy to advise and assist you in choosing a suitable package. But, as some of the accommodation and resorts featured may not cater for even minor disabilities, it is important that, when

booking, you advise us of any disability, specific need or complex need you may have and any special requirements that will make sure the package is suitable. If a passenger requires personal assistance (for example, assistance with feeding, dressing, toileting, mobilising) then this passenger must travel with an able-bodied companion or carer and written confirmation that such assistance will be provided for the entirety of the package is required at the time of booking. Coach drivers/ tour escorts are unable to provide such assistance.

### **17. PASSENGER BEHAVIOUR**

We want all our customers to have a happy and carefree tour. You are responsible for your behaviour and hygiene and the effect it may have on others. If you or any other member of your party is abusive, disruptive or behaves in a way that could cause damage or injury to others or affect their enjoyment of their package or which could damage property, we have the right to terminate your contract with us and we will have no further liability or obligation to you. The coach driver/representative, ship's captain, or authorised official is entitled to refuse boarding if in their reasonable opinion you are unacceptably under the influence of drink or drugs or you are being violent or disruptive. If you are refused boarding on the outward journey we will regard it as a cancellation by you and we will apply cancellation charges. If on your return journey, we have the right to terminate the contract with you.

### **18. TRAVEL INSURANCE**

We strongly advise that you take out personal travel insurance for the trip. We automatically include travel insurance for all members of the group in the tour price (unless specifically asked not to by the group leader). It is the responsibility of the lead name on the booking to ensure that all members of the group are provided with a copy of the cover and all pre-existing medical conditions are notified to the insurers. You may use an alternative insurer but you must advise us. The insurance should cover medical and repatriation costs, personal injury, loss of baggage and cancellation charges. If you do not have adequate insurance and require assistance during your package, we reserve the right to reclaim from you any medical repatriation or other expenses which may incur on your behalf which would otherwise have been met by insurers. You must advise us if you use an alternative insurer, the policy number and 24-hour contact number.

### **19. LUGGAGE**

Please restrict your luggage to one medium sized suitcase weighing no more than 20kgs per person, a piece of hand luggage and, if required, an 'overnight' bag. We cannot accept responsibility for loss or damage to luggage unless through our negligence. Please do not leave valuable items in your suitcase left on the coach.

**20. SCHOOL TRAVEL FORUM** Galloway School Tours is an Assured Member of the School Travel Forum (STF) and in booking with us you can be secure in the knowledge that we:

- Understand and facilitate the needs of educational travel
- Have effective Safety Management Systems in place, specifically focused on travelling with young students
- Offer fair terms and condition and the best financial security

To ensure our health and safety standards are maintained our systems and procedures are fully audited annually by independent experts.

**21. LEARNING OUTSIDE THE CLASSROOM QUALITY BADGE**

STF membership is the benchmark for good school tour providers; consequently it is an Awarding Body for the prestigious Learning Outside the Classroom Quality Badge.

The Outdoor Education Advisors Panel (OEAP) endorses the Quality Badge and requests Local Authorities to recommend the use of Badged Providers and require the minimum of additional paperwork where Quality Badge accreditation is in place. This means that you can book your trip with confidence, meet your due diligence and reduce the amount of External Provider paperwork necessary.

**24. GENERAL DATA PROTECTION REGULATIONS**

We retain your full contact details and other information in secure files and electronic storage facilities. We may use this information to contact you by mail, telephone or electronic means. We must pass your information on to the relevant suppliers of your travel arrangements and we take full responsibility for ensuring that proper measures are in place to protect your information. In making this booking, you consent to this information being passed on to the relevant persons or suppliers. Your data controller is the Package and Excursions Manager and our policy can be found at [www.travel-galloway.com](http://www.travel-galloway.com) or you can request a copy from Galloway Coach Travel, Denters Hill, Mendlesham, Suffolk, IP14 5RR