

**Trading Charter
Booking Terms and
Conditions**

1. Financial Protection

Your contract is with Nina Young Travel Design, 23 Ennerdale Street, Hetton Le Hole, Tyne and Wear, DH5 0DT.

When you book a holiday with us, which doesn't include a flight, the money you pay us for the booking will be protected in a client account. This will 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.

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. Nina Young Travel Design 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.

2. Booking and Payment

When a booking is made, the 'lead name' on the booking guarantees that he or she is 18 and has the authority and accepts on behalf of the party the terms of these booking conditions and pays the booking fee indicated in the brochure and as confirmed in the pre-contract information. After we receive your booking and all appropriate payments, if the arrangements you wish to book are available, we will send you a confirmation invoice within 14 days. This confirmation will include any special requests we have agreed. A binding agreement will come into existence between us when we dispatch this invoice to the 'lead name'. 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 or on the Booking Form/Event Information & Flyer.

You can book by paying a booking fee for each person named on the booking but our commitment is always conditional upon the balance being paid as below;

Booking Fee for Reunions per person:

UK	£10
Jersey, Ireland & Europe	£50

The balance of the price of your holiday must be paid at least 8 weeks before your departure. If you book within our balance due period, you will need to pay the total holiday cost at the time of booking. If the balance is not paid in time we reserve the right to cancel your holiday, retain your booking fee, and apply the cancellation charges set out in the paragraph below. 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 holiday, 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.

4. Brochure Accuracy

Although Nina Young Travel Design make every effort to ensure the accuracy of the brochure information, event information, flyers and website advertising and pricing, regrettably errors do sometimes occur.

You must therefore ensure you check the price and all other details of your holiday with us at the time of booking and when you receive our confirmation invoice.

5. Our Pricing Policy

Nina Young Travel Design endeavour to ensure that the most up to date and correct prices are shown in our brochure. 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 holiday. 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. Until the confirmation invoice is received, we do not accept booking prices are guaranteed and we reserve the right to withdraw the holiday offered.

Holiday prices include, hotel accommodation and meals as specified in the holiday description and VAT payable in the UK where applicable. Once you have made your booking and paid a booking fee then the cost of your holiday will not be increased and will not be subject to any surcharge.

6. If you change your booking

After we have issued our booking confirmation we will do our best to accommodate any changes you may want to make but we cannot guarantee to do so. Any changes must be notified to us in writing and signed by the person/lead name who confirmed the booking. The cost of making a change increases the closer to the departure date you want to make it. Some arrangements, like particular types of tickets, cannot be changed without paying a cancellation charge of up to 100% of the cost of the ticket.

7. Transferring your booking

You can transfer your booking to someone else provided you give us reasonable notice. This person must be able to satisfy all the conditions for the package and a change cannot normally be made later than seven days prior to departure. We reserve the right to make an administrative charge per booking for every transfer we make plus any reasonable additional costs caused by the transfer. You will remain responsible for ensuring that the package is paid for by the balance due date. This is in addition to (and does not affect) the separate liability of the transferee to us. It may not be possible to transfer named tickets within a package and refunds are not available on this ticket type.

8. If you need to cancel your holiday

You or any member of your party may at any time cancel your booking by giving written instructions to notify us of your intentions. The Organiser or the person who signed the original booking form must sign the letter of cancellation. You must pay cancellation charges to cover our administration costs and to compensate for the risk of us not reselling the holiday. If the holiday is resold a refund will be made. The effective date of the cancellation is the date we receive written instructions. 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 holiday costs and the following scale of charges will be applied to the remainder:

Notice Given	Cancellation Charge
14 Days or Less	100% of Holiday Cost
15 – 27 Days	50% of Holiday Cost
28 – 42 Days	35% of Holiday Cost
More than 42 Days	Booking Fee Only

Please note that some or all of these charges may be recovered through your holiday insurance dependent upon the reason for the cancellation.

In the event of unavoidable and extraordinary circumstances occurring at the place of destination of its immediate vicinity and which significantly affect:

- (a) the performance of the package or
- (b) the carriage of passengers to the destination, the traveller may terminate the package travel contract before the start of the package without paying any termination fee.

Note that where the package travel contract is terminated as stated above, the traveller is entitled to a full refund of any payments made for the package, but is not entitled to additional compensation or ticket value, if the ticket value is not refunded by the ticket supplier.

9. Alterations to your holiday by us

We hope that we will not have to make any change to your holiday but, because our holidays 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, including the minimum number of passengers required on the trip.

If after booking, and before departure, we make a major change to your holiday, you will have the option of withdrawing from the holiday without penalty or transferring to another holiday without any charge.

A significant change includes location of resort or type of hotel. On all our holidays we reserve the right to use either a ferry or the Channel Tunnel for the short crossing between England and France.

If you withdraw from the package because we have made a significant change or if we have to cancel your package for any reason other than non-payment by you we will offer you the choice of:

- A comparable replacement package if available; or
- A replacement package of lower quality together with a refund of the price difference; or
- A full refund of the money you have paid.

When we have notified you of the changes and options available, you must tell us your decision as soon as possible and within any timescale we may set bearing in mind the need to safeguard the booking arrangements of other customers.

Reasons for a significant change to your package include (but are not limited to):

- The package is cancelled because the number of persons who agreed to take it is less than the minimum number required, and you are informed of the cancellation in writing or where the performance of our contractual obligations is prevented or affected (for example but not limited to delay, cancellations, change of itinerary, change of accommodation, change of transport) by "Force Majeure".
- Force Majeure means an event which we or the supplier(s) of the service(s) in question could not, even with all due care, foresee or void and is therefore an event beyond our or the supplier's reasonable control. These events include but are not limited to strikes, riots, political/civil unrest, government acts, hostilities, war, threat of war, terrorist activity or threat of terrorist activity, hurricanes, transportation problems and severe weather conditions. We suggest you take out adequate travel insurance to cover such eventualities.
- In the unlikely event that the performance of our contractual obligations are prevented or affected due to Force Majeure after departure, we regret we will be unable to make any refunds (unless we obtain any from our suppliers).

- Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure. We will follow the advice given by the Foreign Office. You are also advised to check with The Foreign and Commonwealth Office Advice Unit regularly at www.fco.gov.uk/travel prior to travel.
- The hotel/venue is no longer available.

If, after departure, we need to make a change to a significant proportion of your package we will do our best to make suitable alternative arrangements at no extra cost to you. If it proves impossible to make suitable alternative arrangements, or if you have reasonable grounds for refusing the alternative offered, we will arrange transport back to your point of departure, or to an alternative location that we agree to.

10. Our responsibility to you

We accept responsibility for ensuring the holiday 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 holiday contract is not provided as promised, you may terminate the contract without paying a termination fee. 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 holiday 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 holiday. 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.

The above suppliers (such as accommodation or transport providers) have their own booking conditions or conditions of carriage, and these conditions may limit or remove the relevant transport provider's or other supplier's liability. You can get copies of such conditions from our offices, or the offices of the relevant supplier. We will pay you in accordance with these conditions which are incorporated into the Trading Charter.

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 holiday.

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 holiday, 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).

11. If you have a complaint

We would hope that you will not find any reason for complaint with our holidays. However, if you do have a problem the first course of action would be to discuss it with the Reunions Representative or directly with the accommodation provider. For any unresolved complaints please call 07588814126 or please write to Nina Young Travel Design within 14 days of your return home. All complaints that are received are thoroughly investigated and customers are kept informed at each stage of the investigation

12. Hotel Facilities

Some hotel facilities, such as indoor or outdoor swimming pools or leisure facilities may from time to time be withdrawn for routine maintenance or be subject to seasonal availability. The provision of these facilities is therefore not guaranteed.

Nina Young Travel Design shall not be liable for non-performance of facilities or equipment owned by the supplier and occurring due to circumstances beyond our control, such as lifts, air conditioning, heating, etc.

Single occupancy of rooms may be subject to a supplementary charge.

13. Entertainment

Some of our hotels arrange additional entertainment. Where this is part of the package details are given on the respective itinerary.

Where it is not specified it may still be available but is at the discretion of the hotel and is not guaranteed. It may be withdrawn if there is a lack of demand or for operational reasons.

14. 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 and we do not allow pets or any other animals, although we accommodate registered assistance dogs, but not on overseas holidays.

15. Itineraries, travel documents and passport

For all Continental holidays, you will require a full 10-year British Passport (machine readable) valid for a further 6 months after your holiday. If you do not hold a full British Passport or you have any doubts about your status as a resident British subject, you must check with the Embassies or Consulates of the Countries to be visited to confirm the Passport or visa requirements when you book. We cannot accept responsibility if passengers are not in possession of the correct travel documents.

Excursions which are included in the cost of your booking and are part of your package are detailed on the relevant itinerary and refunds will not be made for any excursion not taken. Optional excursions may be booked and paid for in resort but these will not form part of your booking.

Admission fees to buildings, grounds etc. are not included in the price of the package unless otherwise stated on the relevant itinerary.

16. Special Requests

If you have any special requests such as low floor room or special diet etc please detail your request on your booking form at the time of booking the more information we have the better we are able to accommodate your needs. Please be advised that they are only requests and cannot be guaranteed and we cannot accept a booking conditional on such a request being met. Requests made direct to hotels will not be considered and all requests must be on the booking form.

If you require a special diet please tell us at the point of booking, or as soon as you are medically advised. We will notify the hotel or hotels identified in your booking but please note that some hotels may not have facilities to provide special diets and we cannot be held liable for their failure to do so unless the hotel confirmed in writing that a special diet will be catered for.

17. Passengers with disabilities

We want everyone to enjoy our Reunions. We are happy to advise and assist you in choosing a suitable holiday. 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 holiday 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 holiday is required at the time of booking. Reunion Representatives are unable to provide such assistance. You must tell us if you have an existing medical condition, disability or complex need that may affect your holiday or other group members' before you book your holiday. If, in our reasonable opinion, your chosen holiday is not suitable for your medical condition or disability, we reserve the right to refuse your booking.

18. Passenger Behaviour

We want all our customers to have a happy and carefree reunion. 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 holiday 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.

19. Travel Insurance

We strongly advise all our customers to take out travel insurance, 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 our assistance during your reunion, we reserve the right to reclaim from you any medical repatriation or other expenses which we may incur on your behalf which would otherwise have been met by insurers.

20. Emergency Contact

24 hour emergency contact details Tel: 07588814126