

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. We also request that mobile telephones are not used on the coach.

23. Travel Insurance

IOW Tours Ltd is an appointed representative of ITC Compliance Limited which is authorised and regulated by the Financial Conduct Authority (their registration number is 313486) and which is permitted to advise on and arrange general insurance contracts. We strongly advise all our customers to take out travel insurance, this can be purchased from us or elsewhere if you would prefer IOW Tours Ltd cannot accept any responsibility for any loss that would normally be covered by insurance. If you do not have adequate insurance and require our assistance during your package, 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.

Your travel insurance may cover you for some delays. In addition where you are delayed for more than six hours in any one day we will seek to minimise any discomfort and where possible, arrange for refreshments and meals.

24. Travel Discounts/Surcharges

If you are part of a group holiday that includes coach travel, there is no discount available for making your own way, unless prior arrangements have been agreed with IOW Tours. We reserve the right to charge a coach surcharge to the group should the total numbers travelling on the coach reduce from the numbers quoted at the time of the original booking.

25. Value Added Tax

VAT is included in the price of your holiday at the current rate. Should the rate of VAT change, we reserve the right to adjust our prices accordingly. The VAT scheme that we have to operate within is the Tour Operator's Margin Scheme. This scheme does not enable or allow us to issue a VAT invoice for our customers.

26. General Data Protection Regulations

We comply with the GDPR 2018 Regulations, our data controller is Shirley Kearley and our data protection policy can be found at www.iowtours.com or you can request a copy from Shirley Kearley, IOW Tours Ltd, 3 New Road, Lake, Sandown, Isle of Wight, PO36 9NY.

27. Emergency Contact

Our emergency contact details are Tel: 01983 405116



I. O.W. Tours Limited

3 NEW ROAD, LAKE, SANDOWN, ISLE OF WIGHT. PO36 9JN

1. Financial Protection

Your contract is with IOW Tours Ltd of 3 New Road, Lake, Sandown, Isle of Wight, PO36 9JN. 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), 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.bch-uk.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. IOW Tours Ltd 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 deposit 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. 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 per person:

UK – up to 4 days	£20
UK – 5 days	£25
UK – up to 8 days	£30
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 deposit, 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.

3. Payments by Credit Card

If you made payment for the booking of any services using a credit card it is likely in many circumstances that you have recourse against the credit card company in the event of services not being supplied in whole or in part due to the supplier's financial failure. In those circumstances, you will be advised to check that you have exhausted your remedies against the credit card company.

4. Organisers Discount

We offer a discount to Organisers dependent on the number of adults travelling. For every 26 adults travelling we offer one free place, 50 adults travelling two free places and pro rata.

5. Brochure Accuracy

Although IOW Tours Ltd make every effort to ensure the accuracy of the brochure information 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.

6. Our Pricing Policy

IOW Tours Ltd 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.

Holiday prices include all travel, hotel accommodation and meals as specified in the holiday description and VAT payable in the UK where applicable. The price of your holiday is fully guaranteed and will not be subject to any surcharges. 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.

We calculate the price of your package using the exchange rates quoted in the Financial Times Guide to World Currencies.

7. 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 charged without paying a cancellation charge of up to 100% of the cost of the ticket.

8. 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.

9. 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	30% of Holiday Cost
More than 42 Days	Deposit only

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

You may cancel your holiday without paying any termination fee before the start of the holiday in the event of special circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.

10. 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 a change in departure time or return time of more than 12 hours, a change includes of departure point, location of resort or type of hotel, (excluding single overnight hotels on touring packages where the quality of the hotel is comparable), a change of mode when crossing the Channel, or specification of the coach. 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 du 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.

11. 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 and we will pay you appropriate compensation if this has affected your enjoyment of your holiday. 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).

12. 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 coach driver or courier or directly with the accommodation provider. Should the matter be unresolved please phone IOW Tours Ltd on 01983 405116 as soon as possible to enable us to attempt to resolve the problem. Should the problem remain unresolved, please write explaining the details to IOW Tours Ltd within 14 days of your return from holiday.

If you do not tell us at the earliest opportunity about a problem giving rise to your complaint we cannot take steps to investigate and rectify it at the time. We will take into account the date you first drew the problem to the attention of our driver/representative or supplier when responding to your complaint and it may affect your rights under this Trading Charter if we have not been able to investigate and remedy the situation at the time.

Should you wish to pursue the complaint further, the BCH/CPT have an Alternative Dispute Resolution scheme and full details are available from them. Please contact them at, the Confederation of Passenger Transport, Drury House, 34 – 43 Russell Street, London WC2B 5HA.

13. Our Coaches

We will always use our reasonable endeavours to provide a coach to the specification as described in our brochure or advertisement but reserve the right to substitute an alternative vehicle should unforeseen circumstances arise. It is possible that on occasions operational reasons will require a coach with a different configuration to be used. We therefore reserve the right to alter a coach-seating plan and allocate seats other than those you have booked.

Requests for particular seats can be made on most packages when booking but because allocations are made on a first come, first served basis you are recommended to book early.

Specific seats will not be allocated on coaches which operate on feeder services between joining points and main package departure points or on coaches which carry out transfers to and from seaports, airports etc.

14. 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.

IOW Tours Ltd 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.

15. 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.

16. 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 holidays.

17. Pick up point, itineraries, travel documents and passport

You are responsible for ensuring that you are at the correct departure point, at the correct time, with the correct documents and we cannot be held liable for any loss or expense suffered by you or your party because of an incorrect passport or late arrival at the departure point.

If you are a British citizen travelling outside the United Kingdom you must have a full 10-year British Passport (machine readable) valid for a minimum of three months after your scheduled date of return. Valid photographic ID is required for all Channel Island and Ireland holidays. Non-UK citizens must seek passport and visa advice from the relevant consulates or embassies of the countries you plan to visit prior to making a booking for one of our packages (and you are advised to check with the relevant consulate or embassy to ensure you allow sufficient time before your departure to apply for a visa). The name on the passport must match the name on the ticket. If someone in your party changes name after the booking is made you must tell us immediately so that we can issue the ticket in the new name.

If 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. For full details on passport requirements, please contact ‘the identity and passport service’ on 0300 222 0000 (www.direct.gov.uk)”

When you have paid the balance we will send you all the necessary travel documents and labels so that you receive them in good time for your holiday. Certain travel documents may have to be retained by us and your driver/courier will then issue them to you at the relevant time. If you lose a travel document after it has been issued to you we will require you to meet the direct cost charged by the carrier/supplier for the issue of a duplicate or replacement. IOW Tours reserve 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 tour will operate. We recommend that you read the British Foreign and Commonwealth Office (FCO) advice about your holiday at www.fco.gov.uk.

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.

Refunds for entrances to properties owned by an association, i.e. National Trust, cannot be claimed as a refund or discount. We negotiate group rates and have minimum numbers to adhere to.

18. Luggage Allowance

You are permitted to bring one medium sized suitcase up to 20kg in weight per person. Please remember to bring an overnight bag where an overnight stop is included in your package. If you wish to bring a wheelchair or similar additional large item, please request this at the time of booking.

19. Special requests

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 has confirmed in writing that a special diet will be catered for. It is the responsibility of you or your party to advise of any special dietary or mobility requirements and to keep us updated after the rooming list is submitted. Any extra costs incurred by you during your package must be paid to the hotel by you prior to departure from the hotel.

You should also detail any other requests, for example, low floor rooms, particular rooms or locations on the special requests section of the booking form, in writing or by telephone. We will pass your request to the relevant supplier but this does not necessarily mean that your request will be fulfilled. If a request can be fulfilled you may incur an extra charge payable to us. Please note that requests cannot be guaranteed unless we advise otherwise.

20. Passengers with disabilities

We want to ensure the arrangements for your package are suitable and appropriate. Not all packages may be suitable for you and if we reasonably consider we cannot provide what is required, we will not accept the booking. Should you or a member of your party have any medical condition or disability that may affect your/their holiday or that of other passengers, we ask that you contact a member of our Sales Team to discuss this so that we can advise you of the suitability of the holiday.

If a passenger requires personal assistance (for example but not limited to assistance with feeding/dressing/toileting/mobilising) then this passenger must travel with an able bodied companion/carer. Coach drivers/tour managers are unable to offer such assistance.

Whilst we will make every reasonable adjustment to do so, if we are unable to accommodate the needs of a passenger or believe that the medical condition or disability of a passenger is likely to adversely affect other passengers, we reserve the right to decline the booking. We also reserve the right to cancel any holiday and impose cancellation charges if we are not fully advised of any relevant disability or medical condition at the time the booking is made and subsequently decide that we are unable to accommodate this passenger. This applies whether we advise that we are unable to accommodate a passenger either before departure or during the holiday and if this occurs during the holiday then we will seek the additional costs of returning the passenger home.

We want you to enjoy your package and will try to help you select an appropriate trip.

21. Special Events

Terms and conditions for Special Event Breaks may be different, but will be provided with that particular booking form.

22. Passenger Behaviour

We want all our customers to have a happy and carefree holiday. 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. The coach driver/representative, ship’s captain, or authorised official is entitled to refuse you 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