

## **Day Trip Terms and Conditions**

**Gardiners Holidays Ltd t/a Gardiners NMC,  
Has a policy of fair trading and takes every care to ensure that you will enjoy your day excursions.**

### **1. CANCELLATION BY THE COMPANY**

The Company reserves the right to cancel any excursion at any time for whatever reason, but will ensure that passengers are advised where possible. All monies paid for that particular excursion will be refunded in full and following that, the Company shall be exempt from any further liability. We will generally not cancel excursions less than 7 days prior to departure date.

### **2. CANCELLATION BY THE CUSTOMER & CANCELLATION GUARANTEE**

After your booking has been made, the company reserves the right not to issue any refunds in the event of cancellation, unless our cancellation guarantee has been taken out at the time of booking. The cancellation guarantee covers transport cost only and does not cover entrances or ticket costs, the cancellation guarantee must be taken out for all passengers travelling under anyone booking. To obtain a refund using the cancellation guarantee all cancellations must be made in person or over the telephone to a member of staff outside of 24 hours before Departure and within office hours.

### **3. COMPANY LIABILITY**

The Company does not accept any responsibility for loss, damage, delay or inconvenience caused to passengers when travelling on or booked on its excursions. All arrangements for meals, refreshments, entertainment or other means of travel such as ferry or train by Eurotunnel are made by the Company as agents for or on behalf of the passengers on the condition that the Company shall not be responsible for any loss, damage, delay or inconvenience caused to passengers as a result of such arrangements.

### **4. LUGGAGE / PASSENGERS PROPERTY**

We reserve the right to refuse articles of an objectionable or dangerous nature. We will not be responsible for loss or damage of personal property. Any lost property articles, except those of a perishable nature, will be taken to our depot in Morpeth (please allow at least 24 hours for the items to be transported), and will be subject to the current Public Service Vehicle (Lost Property) Regulations. If you require the items to be posted there will be a minimum charge of £5.00 for Postage & Packaging. Perishable goods will be disposed of at our discretion.

### **5. COACH SEATING**

Requests for particular seats can be made when booking your excursion, and the nearest seats to your preference will be allocated at the time of booking. However, we reserve the right to amend your seating allocations in order to maximise the number of passengers travelling.

### **6. PERSONAL GOODS PURCHASED IN THE E.U.**

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## **7. VEHICLE TO BE PROVIDED**

The Company reserves the right to substitute another vehicle (including those of other operators) or ancillary facilities for all or part of the excursion subject to such substitutes being of at least equivalent quality. A change of vehicle may be necessary if the Company is to substitute a small coach or mini coach.

## **8. BREAKDOWNS, DELAYS & WEATHER CONDITIONS**

The Company gives its advice on journey time in good faith. However, as a result of breakdown or traffic congestion, or other events beyond the reasonable control of the Company, journeys may take longer than predicted and in those circumstances the Company will not be liable for any loss or inconvenience suffered by the passenger as a result. The Company will operate in all weather conditions. In the event of serious weather conditions, for example heavy snowfall, no refunds can be given for cancellations. However, in these circumstances, each claim will be assessed on an individual basis.

## **9. FORCE MAJEURE**

We regret that we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by, or you otherwise suffer any damage or loss as a result of, "force majeure". In these booking conditions, "force majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include (whether actual or threatened), but are not limited to, unavoidable technical problems with transport, war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, epidemic or fire and all similar events or circumstances outside our control.

## **10. COMPLAINTS**

Any complaints should be made in writing to us within 7 days of the excursion.

## **11. ERRORS & OMISSIONS**

Although every effort has been made to ensure the accuracy of the information in our brochures at the time of printing, we cannot accept responsibility for any errors or omissions.

## **12. SMOKING & ALCOHOL**

We do not permit smoking or drinking alcohol on the coach during day trips. Should anyone be found to be smoking or drunk they will be asked to leave the coach to avoid upsetting the remaining passengers.

## **13. CHILD & CONCESSIONARY AGES**

All passengers regardless of age must have their own seat onboard the coach. Children who qualify for free entry in to chargeable venues will have the price reduced to reflect this. Child's age is up to 12 years old at the time of travel. Concessionary age is 65 & over for gents and 60 & over for ladies.