

# Your Contract with PMH Sport Travel Limited

**1. When you make your booking, you must complete a Booking Form, accepting on behalf of your party the terms of this contract, and pay a deposit of £70 per person.**

**2. The Balance must be paid by the date shown on your invoice. We do not send reminders.** If the balance is not paid in time we reserve the right to cancel your holiday, retain your deposit and apply cancellation charges set out in Paragraph 4. If you book within eight weeks of departure date you must pay the full amount at the time of booking.

**3. If You Change Your Booking** - If, after our confirmation (invoice) has been issued you wish to change to another of our holidays or change departure date we will do our utmost to make the changes, provided that notification is received at our offices from the person who signed the Booking Form, at least 8 weeks before departure date. This must be accompanied by a payment of £20 to cover administration costs. Any alteration by you within 4 weeks of departure will be subject to the cancellation charges set out below. Passenger and or machine changes will carry a surcharge of £15 per alteration up to 14 days prior to departure.

**4. Cancellation** - You or any other member of your party, may cancel your holiday at any time provided that the cancellation is made by the person signing the Booking Form and is **communicated to us in writing**. As this incurs administrative costs we will retain your deposit, and in addition, apply cancellation charges up to the maximum shown below:

Period before departure within which written cancellation is received	Amount of cancellation charge shown as % of holiday price
More than 56 days prior to departure	Loss of deposit
29/55 days prior to departure	50% of full cost
Under 28 days before departure	100% of full cost

**Note: If the reason for cancellation is covered under the terms of our insurance policy, you may be able to reclaim these charges. Insurance premiums are not refundable under any circumstances.**

**5. If You Have a Complaint** - During your holiday, please inform our driver/couriers immediately, so that they can do their best to help you there and then. If the matter cannot be put right on the spot, you must notify us in writing within 28 days of the completion of your holiday, and this must be sent to PMH Sport Travel Ltd., C/O The Romer, Sutton Road, Wigginton, York, YO32 2RB. Please quote your Booking Reference Number and departure date. All complaints that are received are thoroughly investigated and customers kept informed at each stage of the investigation. Sometimes the investigations can take time awaiting response from hoteliers.

**6. Statutory Authorities** - This brochure is issued subject to the approval of the Traffic Commissioners and the Company reserves the right to modify itineraries to conform to requests from the competent authorities in the United Kingdom and any other sovereign state through which the tours run.

**7. Conditions Of Carriage** - When you travel on a ferry, the conditions of carriage of that carrier apply, and are subject to National and International conditions which may limit or exclude liability. Your contract made under the terms of this agreement is subject to English law and jurisdiction.

**8. Other Terms** - When you travel on a ferry, the conditions of carriage of that carrier apply, and are subject to National and International conditions which may limit or exclude liability. Your contract made under the terms of this agreement is subject to English law and jurisdiction.

## Our Promise To You

**1. We Reserve Your Holiday** - When we have provisionally confirmed that we have space available on the holiday of your choice, a confirmation/invoice will be forwarded to you, normally within 3 weeks of receipt of your signed Booking Form, and the contract is made between us when you receive this confirmation.

**2. Your Holiday Price** - Holiday prices include all coach travel, hotel accommodation as specified in the holiday description, and VAT at the current rate when applicable. Any alteration in VAT will be adjusted on your invoice. Gratuities to hotel staff, representatives and driver/couriers are discretionary.

The price of your holiday is subject to surcharges caused by government action, currency and fuel costs, prices are calculated on the exchange rate of 1st November the previous year. Even in this case we will absorb an amount equivalent to 2% of the holiday price which excludes insurance premiums and any amendment charges. Only amounts in excess of this 2% will be surcharged but where a surcharge is payable there will be an administration charge of 50p per person.

If this means paying more than 10% of the holiday price, you will be entitled to cancel your holiday with a full refund of all money paid except for any premium paid to us for holiday insurance and amendment charges. Should you decide to cancel because of this, you must exercise your right to do so within 14 days from the issue date printed on your invoice.

**3. If We Change Your Holiday** - The arrangements for holidays in this brochure are made many months in advance and changes are sometimes unavoidable. Most of these changes are, however, very minor but where they are significant we will notify you as soon as possible before your departure date. The following circumstances would be regarded as material alterations: Changes in departure date, departure point or resort area, reducing the quality of your hotel (no single overnight hotels or cabin accommodation) or the minimum number of persons required for tour not reached. In the event of a significant change you may decide to:

- a) continue with the holiday as amended
- or b) accept an alternative holiday which we may offer you
- or c) cancel your booking.

If you choose a) or b) we will pay you compensation on the scale below. If you choose c) we will refund all monies paid by you, plus compensation on the scale below.

Period before departure within which a significant change is notified to you Compensation per person

More than 28 days	15 – 28 days	0 – 14 days
Nil	£20	£30

**4. If We Cancel Your Holiday** - In certain circumstances we may have to cancel your holiday, and if this should occur we would return to you all money you have paid to us, or offer you a suitable alternative, insurance premiums are not refundable. However, we will not cancel your holiday immediately prior to the departure date unless you have not paid for your holiday in full. If within 28 days, we pay you compensation on the above scale.

Your holiday is influenced by events beyond our control such as war or threat of war, riots, civil strife, industrial action, natural disasters, fire, epidemics, bad weather, technical problems to transport, the closure of airports or ports, terrorist activities or Governmental action or other similar events beyond our control. If we have to cancel your holiday at any time due to any of the above, we are liable only for any monies you may have paid to us at the time of cancellation.

**5. Our Responsibility to You - PMH Sport Travel Ltd.** accepts liability to clients for the negligence of our servants or agents, which includes our employees. However, we would draw your attention to the following circumstances, which fall, outside our direct control or where for some other reason we are not prepared to accept liability:

(a) We make every effort to ensure that proper arrangements have been made for all holidays advertised in this brochure, and that the suppliers of the services, which you will enjoy during your holiday, are efficient and reputable.

(b) We accept responsibility for any deficiencies in the services we are contractually obliged to provide. We shall not be responsible for death, bodily injury or illness caused by activities engaged in which are outside the scope of the Holiday Itinerary.

(c) Please remember that some hotel/apartment amenities (eg lifts, swimming pools) require servicing or cleaning and we cannot therefore guarantee that they are always available. Other factors, such as weather or lack of demand can affect the provision of entertainment or outdoor amenities described in this brochure.

We cannot accept any liability for loss (howsoever caused) arising from the cancellation or curtailment of any such amenities which are outside our direct control. Where such changes are more permanent and known in sufficient time before departure we will notify clients.

(d) The published running times of services are estimates only and we will not be liable for any loss (howsoever caused) arising from delay or failure to operate services in accordance with published timings, provided that it is not the operators proven or gross negligence.

**6. Passports** - All passengers travelling outside the UK **must have a full 10-year Passport.**

**7. Health Regulations** - At the time of going to print no vaccinations are required for holidays in our European Holiday Brochures. However, regulations may change, therefore it is advisable to check with your Doctor or the department of Health before travelling.

**8. Holiday Insurance** – We are happy to recommend Gold Cover Insurance Services as our preferred supplier of personal travel insurance for motorcyclists. **Please call them on 01892 559532 and quote ‘PMH Sport Travel Ltd’ for an immediate quote and cover.** The Form E111 for United Kingdom residents travelling in Europe has now been replaced by the European Health Insurance Card which is available from your local post office – this will entitle you to benefit from the reciprocal health agreements which exist between E.C. Countries.