From the time we issue an invoice confirming your holiday arrangements, a contract exists between us. This means that City Cruiser Holidays Ltd has a duty to ensure that your arrangements operate efficiently, safely and reputably and that they comply with local and national legal and safety requirements of many foreign countries which may be lower than those applicable in the UK. We agree that any such claims may be re-assigned to another body, if we are unable to do so for reasons of insolvency, an alternative ATOL holder will be appointed in our place and you will be entitled to any compensation under the scheme of that ATOL holder.

**FROM THE TIME WE ISSUE AN INVOICE CONFIRMING YOUR HOLIDAY ARRANGEMENTS, A CONTRACT EXIST BETWEEN US. THIS MEANS THAT CITY CRUISER HOLIDAYS LTD HAS A DUTY TO ENSURE THAT YOUR ARRANGEMENTS OPERATE EFFICIENTLY, SAFELY AND REPUTABLY AND THAT THEY COMPLY WITH LOCAL AND NATIONAL LEGAL AND SAFETY REQUIREMENTS OF MANY FOREIGN COUNTRIES WHICH MAY BE LOWER THAN THOSE APPLICABLE IN THE UK. WE AGREE THAT ANY SUCH CLAIMS MAY BE REASSIGNED TO ANOTHER BODY, IF WE ARE UNABLE TO DO SO FOR REASONS OF INSOLVENCY, AN ALTERNATIVE ATOL HOLDER WILL BE APPOINTED IN OUR PLACE AND YOU WILL BE ENTITLED TO ANY COMPENSATION UNDER THE SCHEME OF THAT ATOL HOLDER.**

**CANCING YOUR HOLIDAY**

If you choose to (i) fly or (ii) pay compensation on the scale shown below on the line where you have chosen to cancel your holiday you will refund all monies paid to us plus any amendment on full compensation. However, in no case will we pay compensation if the change is due to an event listed in Important Note below.

<table>
<thead>
<tr>
<th>PERIOD BEFORE SCHEDULED DEPARTURE WITHIN WHICH A MAJOR CHANGE IS NOTIFIED TO YOU OR YOUR TRAVEL AGENT</th>
<th>COMPENSATION PER PERSON</th>
</tr>
</thead>
<tbody>
<tr>
<td>More than 14 days</td>
<td>£0.00</td>
</tr>
<tr>
<td>15-20 days</td>
<td>£10.00</td>
</tr>
<tr>
<td>0-14 days</td>
<td>£15.00</td>
</tr>
</tbody>
</table>

**Important Note:** Compensation payments do not apply to changes caused by war or threat of war, riots, civil strife, terrorist activity, industrial disputes, industrial action, strikes, bad weather conditions, closure of airports or ports or similar events beyond our control amounting to force majeure. The compensation payments do not apply to days if:

- A Major Change of name, insurance premiums are not transferable. We reserve the right to change as a result of airline procedures. Minor changes include a
- City Cruiser Holidays Limited values its
- ADDITIONAL PROTECTION
- City Cruiser Holidays Limited holds an ATOL Licence number 4682. When you buy an ATOL protected flight or flight inclusive holiday from us, the package holiday will be financially protected by the ATOL scheme, which means that in the unlikely event of our going out of business, the package you buy will still be protected and you will be able to claim a refund or, if you prefer, a repatriation back to the UK on all monies paid to us or third parties in connection with the package. This protection is provided by the ATOL scheme operated by the CAA. The CAA’s contact details are available from them or from the ATOL scheme website at: www.atol.org.uk. The CAA can be contacted on 01780 484499. The ATOL scheme doesn’t cover non-provision of the services, including any claim against us, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) the person who suffered the loss (or any person who is notified to them). We are entitled to recover compensation for major changes from any person who could foresee or forestall even if they had taken all due care. Compensation will not be payable

**PERSONAL INJURY (WHilst PARTICIPATING IN ARRANGEMENTS MADE BY US )** Additional Protection

City Cruiser Holidays Ltd reserves the right to take additional steps to ensure that proper arrangements have been made for all the holidays which we announce, including checking that the suppliers of services are efficient, safe and reputable and that they comply with Local and National laws and regulations of the country in which they provide these arrangements. We will also make sure that of third parties we use to sell services to you we will pay to our clients the equivalent of any such insurance which is insufficient, not adequate or offers limited protection. Should you wish to enforce those rights which have been assigned to us or to which we are subrogated, you should contact your insures or the ATOL scheme administrator.

**PLEASE NOTE:** We will make payments as stated above. This is in respect of major changes as detailed below to accept an offer from another holiday provider. Service. Entertainment (particularly live entertainment) is frequently subject to demand and its nature and/or frequency may be variable. **AIR HOLIDAYS**

- All prices for flight holidays unless otherwise stated are based on return travel to the city included in the price of the holiday. The cost of any travel on scheduled airlines is provided under the conditions of the airline concerned and printed on the air ticket or website. We reserve the right to substitute another airline if necessary. ATOL would be issued on the sole responsibility of the tour operator. It is not issued on behalf of the ATOL holder (City Cruiser Holidays Limited). ATOL becomes effective on the first day of your tour. Please note flight times shown in this website, although correct at the time of publication are for guidance only and may vary as a result of weather conditions, flight delays, air traffic control, or other circumstances beyond our control, such as weather conditions, industrial disputes affecting airlines, air traffic control, service disruptions, overcrowding, closure of airports, strikes or road traffic conditions or such other conditions amounting to Force Majeure. Please remember that some amenities (e.g. lifts, swimming pools, some restaurants, leisure centres, some excursions) may not be available at all times. Some services may be affected by weather conditions and their availability is entirely at the discretion of the other provider of the service. Entertainment (particularly live entertainment) is frequently subject to demand and its nature and/or frequency may be variable. **AIR HOLIDAYS**

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suitability of individual holidays and we must reserve the right to decline City Cruiser Holidays Limited cannot accept any liability regarding the disability of the client concerned is likely to have a significant adverse any bookings whenever we feel unable to accommodate the needs of written confirmation that all assistance the disabled person requires you book the holiday, including any specific requirements that person buildings, ground, attractions etc. are not included. If travelling by air because of their late arrival at any departure point. Excursions are - Our holidays may PLAY a radio or cassette player on a coach.

i) Other terms - On a holiday you may not:
   a) Fragile items such as chinaware, glassware or similar items
   b) Cash, foreign currency, travellers cheques or other forms of credit or debit or cards
   c) Jewellery
   d) Passports
   e) Cameras and camcorders, CD/cassette players; hearing aids;
      binoculars; spectacles; medication; mobile phones or computer
   f) Leather/fur coats
   g) Cigarettes, tobacco, perfume or drinks including alcoholic drinks

Smoking Policy - Coaches and Aircraft

Passengers can change meal service arrangements from buffet to waiter service - Accommodation used for overnight stopovers will be in comfortable

SEAT ALLOCATION - AIR HOLIDAYS - Infants under six months must sit on an adults lap with a strap for the duration of the flight. Infants aged six months to two years may use the travel cot at an additional cost. Infants

accommodation will be in single or twin rooms as shown on the holiday invoice as confirmed by us, sub-letting, sharing or reselling

COACH SEAT NUMBERS - On coach holidays the seat number reservation made either in advance of the holiday or on the day of the

abbreviated or in full. In the event of any client behaving in such a way, its impossibility for us to influence their behaviour or the behaviour of our clients in any way and we cannot accept responsibility for loss or damage to personal belongings otherwise. Please be sure your luggage is in good condition.

PASSPORTS & VISAS - For all Continental and Worldwide holidays you will need to apply for a new passport at least 6 months after

PAYMENT BY CREDIT CARD - Charge cards such as American Express and Diners Club are not accepted. There is no charge for use of

ABTA & ATOL BONDING - City Cruiser Holidays Limited has lodged a bond with an external financial institution which covers all monies paid in respect of holidays utilising coach and ferry services. Our ABTA registration number is V1801. By law Tour Operators of Holidays and Package Tours must lodge a bond with an external financial institution. A bond has been lodged with the Civil Aviation Authority to provide financial security for all monies paid in respect of holidays by air. Our ATOL number is 4682.

A LARGE PRINT SIZE COPY OF THESE TERMS AND CONDITIONS ARE AVAILABLE ON REQUEST

INCLUDED EXCURSION PROGRAMMES - No entrance fees or boat fares are charged on any included excursion. Any advertised excursion with a similar alternative if operational reasons shall ever make it necessary. The availability of optional excursions advertised on your holiday confirmation may be subject to change at short notice.

OBSESSION ALONG - IT IS AGAINST THE LAW TO SMOKE IN ENCLOSED PUBLIC AREAS AND ON PUBLIC TRANSPORTATION. WE WILL ACCORD WITH ALL LEGAL AND HEALTH AND SAFETY REQUIREMENTS.

GUIDANCE - Our maximum liability for loss or damage to luggage is £25 per person. We cannot accept any responsibility for loss or damage in respect of money, credit or debit cards.

Our liability for the provision of additional room you have booked and we will endeavour to convey special requests as far as possible, but we cannot be held responsible if this is not possible. Porterage is not included in the brochure price for that supplement. Booking for rooms with private bathrooms will only be made at hotels showing both bath and w.c. or shower and w.c. Request for one or the other will be treated as a request for the latter, if such rooms are available. Double rooms, a double bed should be made clearly, otherwise it will be assumed that the extra berth is not subject to English law and jurisdiction. Some coach journeys are subject to the conditions of carriage of the carrier with whom those journeys are operated or where there are other circumstances. We cannot accept responsibility for loss or damage to personal belongings should ever make it necessary. The availability of optional excursions advertised on your holiday confirmation may be subject to change at short notice.
1. BOOKINGS - Intending passengers should book their journeys as much in advance as possible. The full fare is to be paid at the time of booking and no deposits can be accepted.

2. ALTERATIONS BY YOU
   (a) If you wish to change to another Day Trip and providing you notify us more than 14 days in advance of departure you will be charged an amendment fee of £1.00 per person with the exception of day trips involving tickets to theme parks/theatre etc. Please see below for further details.

3. CANCELLATION BY YOU
   If you cancel your day trip the following charges will be levied - except in respect of trips which need a ticket:
   14-7 days prior to departure 60%
   7-0 days prior to departure 100%

4a. LOST PROPERTY
   A charge may be made to cover any costs incurred in tracing, storing and handling of any property left on coaches, or on any coach leased to the company.

5. RESPONSIBILITY FOR ERRORS
   No responsibility can be accepted by the company for any error in date of Travel or picking up point after ticket has been issued.

6. TRAVEL DELAYS AND DISPUTES
   Compensation will not be payable for any aspect of your trip affected by matters over which we have no control such as weather/traffic conditions, industrial disputes, civil disturbances, coach mechanical problems, lack of coach facilities etc.

7. DEPARTURE TIMES
   Harry Shaw/City Cruiser informs all intending passengers to be at designated boarding points NO LATER THAN 10 MINUTES PRIOR TO SCHEDULED DEPARTING TIME. Coaches will leave promptly. No responsibility can be accepted for late arrivals. Passengers can only be set down and picked up at official stops as detailed on your Booking Confirmation.

8. CHANGE TO ADVERTISED EXCURSIONS
   Harry Shaw/City Cruiser reserves the right to alter/amend, suspend, cancel, withdraw any of the excursions in its current programme without prior notification and will not be liable for any loss howsoever arising. In the event of cancellation, Harry Shaw/City Cruiser are only liable for monies paid and there will be no further compensation payable.

9. CHILDREN’S & SENIOR CITIZEN FARES
   Infants aged under 3 years without seat on coach travel free of charge. Children’s fares apply to all children aged 3-14 years on day of travel and in the ratio of one child per two adults (16 years and over). The above children’s fares relate to SEAT ONLY trips and do not include those where admission charges apply i.e. theatre/concert/theme parks etc. For those children’s fares please refer to relevant tour details. All children under the age of 16 must be accompanied by at least one person 16 years and over. Senior Citizens fares apply to persons aged 65 and over.

10. COACHES
    Due to high demand at peak times or in any other circumstances beyond our control you are advised that carriage may be taken in coaches other than those owned or operated by Harry Shaw/City Cruiser or in mini coaches.

11. ALLOTMENT OF SEATS
    For operational reasons we reserve the right to change your seat numbers at any time.

12. ENGLISH LAW
    Harry Shaw/City Cruiser inform all passengers that any tickets sold or arrangements entered into are purchased on the conditions that the laws of England shall apply. Harry Shaw/City Cruiser passengers are not permitted to:-
    Bring on to the Company’s vehicles or have in their possession intoxicating liquor for the purposes of consumption. Consume intoxicating liquor on the Company’s vehicles. Enter or remain on the Company’s vehicles having consumed intoxicating liquor or when drunk.
    Bring on to the Company’s vehicles or have in their possession any drugs or medical products other than those within the meaning of the Medicines Act 1968. Remain on the vehicle when directed to leave by the driver or any company official on the grounds that he/she is causing a nuisance or smoking.
    Bring a pet or any other animal (other than guide or hearing dog and only by prior arrangement).
    Play a radio or any other external sound producing instrument on board.

13. SPECIAL REQUESTS
    We cannot accept any reservation which is made conditional upon the special request being satisfied and such requests do not form part of any contract between us.

14. HARRY SHAW/CITY CRUISER
    reserves the unconditional right to refuse a booking or terminate a passenger’s trip in the event of unreasonable conduct which in the opinion of Harry Shaw/City Cruiser is likely to cause damage, distress, danger or annoyance to any other clients, employees, property or any third party. If you are prevented from travelling or continuing your trip by such a termination Harry Shaw/City Cruiser’s responsibility for your trip thereupon ceases. Full cancellation charges will apply and Harry Shaw/City Cruiser will be under no obligation for any refund, compensation or loss which you may incur. You are responsible for ensuring that you are at the correct departure point at the correct time and we cannot be held liable for any loss or expense suffered by passengers because of their late arrival at any departure point.

15. THEATRE & CONCERT TRIPS
    We cannot accept responsibility for any delay in arrival or failure to arrive at venues or theatres which are a result of circumstances beyond our control. No guarantee can be given that advertised stars taking lead roles will appear and no refund will be applicable in the event of ‘stand ins’ taking role. On ‘concert’ tours we cannot accept responsibility for non performance of any artists or cancellation of concert for whatever reason; if concert/show is cancelled on day of departure - ticket only value will be refunded. No guarantees can be given regarding ticket location as these may be in separate parts of the theatre, and we reserve the right to change seat/place numbers at any time.

16. LIABILITY FOR INJURY
    The company will not accept liability for damage, injury or loss for any passengers standing up or walking around the vehicle whilst in motion. Also where seat belts are fitted they must be used.

17. NO SMOKING POLICY
    The company operates a policy of no smoking on all coaches. Claims will not be accepted from passengers if this policy is not adhered to in any way.

18. COMPLAINTS
    In the event of a complaint passengers should endeavour to seek a solution at the time by requesting assistance from the driver or the company. If this has not provided a remedy complaints should be submitted in writing within 7 days of your trip. No correspondence will be entered into unless we are notified within the time specified.

Harry Shaw/City Cruiser Emergency Phone 0797 663 1976
( Available 12 hours prior to departure)
All Other Times Please Contact 02476 455 544

Publication Date: October 2018