

SunFun International
Fair Trade Agreement (U.K.)
 Updated Jan 2016

Introduction

This Fair Trading Agreement sets out the responsibilities which we (Sunfun International) have to you (the customer) and which you (the customer) have with us (Sunfun International) when a contract (a booking) is made between us. When signing the booking form for your holiday or tour, you are signing on behalf of both yourself and the others named on the booking form. Your signature on the booking form indicates that you have read, understood and accepted this Fair Trading Agreement plus all of the Holiday Information provided in the holiday itinerary or tour brochure

Summary

Your obligation is to pay the price of the holiday and recognise the liabilities if you wish to alter the holiday or make a cancellation. On our part we have an obligation to provide you with the holiday you have booked. Our terms of operation and holiday specification(s) are clearly stated in this Fair Trade Agreement and holiday literature produced by Sunfun International. All bookings are made with Sunfun International, the registered office of which is Sunfun House, Meadow Grove, Earith, Cambridge. PE28 3SA (UK). Your holiday is guaranteed under the 1992 Package Travel Regulations.

Glossary

The word "holiday" indicates a holiday, tour, trip or excursion either the United Kingdom or abroad, regardless of duration or content. The word "confirmation" indicates a written clarification of a firm booking

Your Contract with Sunfun International

1. You pay a deposit

When you make a booking you must complete a Booking Form accepting on behalf of all your party the terms of this Fair Trading Agreement and pay a deposit of £30 per person. Initially, all money paid to your travel agent or to The Sunfun Group directly, are held by them or The Sunfun Group on your behalf. Once you have received confirmation, the Travel Agent or The Sunfun Group holds the money on our behalf.

2. You pay the balance

The balance of the full fare must be paid via the office at which you made your booking or via Sunfun International directly, at least 4 weeks before the holiday departure date. If the balance is not paid by this time we reserve the right to cancel your holiday, retain your deposit and apply cancellation charges as set out in paragraph 4.

3. If you change your booking

If after confirmation has been issued you wish to change to either a different Sunfun International holiday, or change the departure date of your holiday, we will do our utmost to make the changes for you, provided written notification is received at our registered offices from a) the individual who signed the holiday booking form or b) your Travel Agent at least 8 weeks before departure date of the original holiday. This must be accompanied by a payment of £15 to cover administration costs. Alteration by the customer or Travel Agent within 8 weeks before departure date of the original holiday will be subject to cancellation charges set out in paragraph 4.

4. If you cancel your holiday

The holiday may be cancelled at any time by the person who signed the Booking Form. The cancellation must be submitted in writing via the office(s) at which the booking was made. Cancellation charges will be incurred as set out in fig.1. Please note; if the reason for cancellation is covered under the terms of a valid insurance policy you may be able to reclaim these charges.

Fig.1

Period before departure within which written confirmation is received	Cancellation Charge
More than 56 days	Deposit
29 to 55 days	30% of holiday price
15 to 28 days	50% of holiday price
8 to 14 days	75% of holiday price
1 to 7 days	100% of holiday price
Departure date or after	100% of holiday price

5. If you have a complaint

If you have a complaint during your holiday please inform our driver/courier/agent immediately who will do his/her best to help you there and then. If the matter cannot be put right at that time, you must notify us in writing within 7 days of the completion of your holiday. All correspondence must be sent to our registered offices and must quote your booking reference number, holiday number and departure date.

6. Statutory Authorities

Sunfun International reserves the right to modify itineraries or holiday information to conform with requests from the competent authorities in the United Kingdom and any other sovereign state through which or where, the holiday is run.

7. Conditions of Carriage

When you travel on an aircraft, train, ship, hovercraft or ferry, the conditions of carriage of the relevant carrier/company apply and are subject to National and International conditions which may limit or exclude liability. Your contract is made under the terms of this Fair Trading Agreement and is subject to English law and jurisdiction. Some coach journeys are operated by vehicles other than those owned by The Sunfun Group. The Public Service Vehicle (Conduct of Drivers, Conductors and Passengers) Regulations as amended 1936 apply to all coaches throughout any holiday in the United Kingdom and Europe.

8. Other Terms & Conditions

You may not bring on our holiday a pet or any other animal (other than guide dogs in the United Kingdom and the Republic of Ireland by prior arrangement).

- i) You may not play a radio or cassette player on the coach(s).
- ii) The individual is responsible for ensuring that he/she is at the correct departure point at the correct time.
- iii) We cannot be liable for any loss or expense suffered by passengers due to their late arrival at any departure or pickup point.

- iv) Refunds cannot be made for those people who do not wish to participate in an excursion, which is included in the price of a holiday.
- v) Admission fees to buildings, museums, grounds etc. are not included in the price of a holiday unless it is stated in the holiday literature.
- vi) Sunfun International reserves the unconditional right to refuse a booking or terminate an individual's holiday in the event of unreasonable conduct. Unreasonable conduct is defined at the discretion of Sunfun International. Sunfun International operates a no-smoking or consumption of alcohol policy on all of its coaches for the safety and comfort of clients

9. Insurance Cover

It is highly recommended that all passengers should be adequately insured for their own protection.

Our Promise to You the Customer

1. We Reserve your Holiday

When you or your Travel Agent has provisionally confirmed with Sunfun International that we have space on a holiday of your choice, a confirmation invoice will be sent to you by post after the receipt of the signed Booking Form and deposit. The confirmation will normally be despatched within 14 days of receiving the booking.

2. Your Holiday Price

Holiday prices include all coach travel, meals, and excursions unless otherwise stated in the holiday literature. Prices include VAT where applicable. Refreshments etc. other than those stated as included are extra. Please note that some hotels may make a small additional charge for portage and tea or coffee served after lunch and dinner. Gratuities to the hotel staff and driver/couriers are at your discretion.

3. If we change your Holiday

Arrangements for holidays are made many months in advance and changes are sometimes unavoidable. Most changes are very minor but when there are significant changes we will notify you as soon as reasonably possible before your departure date. The following circumstances would be regarded as material alterations.

- i) Change in resort area
- ii) Reduction in the quality of your hotel (not single over night-stay hotels)
- iii) Change of tour itinerary which involves an item being completely eliminated from the revised itinerary

In the event of a significant change you may decide to:

- (a) Accept an alternative holiday which we may offer to you
- (b) Continue the holiday as amended
- (c) Cancel your booking

If you choose (a) or (b) we will pay you compensation as described in fig.2 If you chose (c) we will refund all money paid by you to the Sunfun Group for the holiday, plus compensation as described in fig.2.

Fig.2

Period before a departure within which a significant change occurs	Compensation per person
More than 30 days	-
15 to 28 days	£15.00
0 to 14 days	£20.00

4. If we cancel your holiday

Under certain circumstances Sunfun International may have to cancel a holiday. If this should occur, providing you have reached the minimum numbers required for private group bookings, we will return to you all the money you have paid us, or offer you a suitable alternative. We will not cancel your holiday within 5 days of departure unless you have not paid for your holiday in full after the balance due date, or except as a result of hostilities, political unrest or other circumstances amounting to force majeure.

5. What happens to complaints

All complaints that are received are thoroughly investigated and customers will be kept informed at each stage of the investigation. Please be aware that the investigation into a complaint can take time, awaiting response from hoteliers or other service suppliers. Sunfun International will endeavour to reach an amicable agreement with all parties concerned should the complaint be upheld.

6. Disputes

Disputes arising out of, or in connection with, a contract which cannot be settled amicably may ultimately be referred to the proprietor of the company for settlement. If agreement cannot be reached at this level then the customer has the right to contest the decision in a court of law. Please note that due to the nature of the holiday season correspondence received between June and August may take slightly longer to respond to than normal.

Disputes arising out of or in connection with this contract which cannot be amicably settled may be referred to arbitration, if the customer so wishes, under a special scheme arranged by the Association of British Travel Agents, and administered independently by the Chartered Institute of Arbitrators.

The scheme provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on the customer in respect of costs. Full details will be provided on request or can be obtained from the ABTA website (www.abta.com). This Scheme does not apply to claims for an amount greater than £5,000 per person. There is also a limit of £25,000 per booking form. Neither does it apply to claims, which are solely in respect of physical injury or illness or their consequences. The Scheme can however deal with compensation claims, which include an element of minor injury or illness subject to a limit of £1,000 on the amount the arbitrator can award per person in respect of this element. The application for arbitration and Statement of Claim must be received by the Chartered Institute of Arbitrators within nine months of the date of return from the holiday. Outside this time limit arbitration under the Scheme may still be available if the company agrees, but the ABTA Code does not require such agreement.

7. Our responsibility to you for Foreign holidays

A. We accept responsibility for the acts and/or omissions of our employees, agents, subcontractors and suppliers and for ensuring that we provide the services as described in the relevant holiday literature. We do not except responsibility or liability for death, bodily injury or illness caused to the signatory of the contract and/or other named person(s) on the booking form except for negligent acts or omissions on the part of our employees, agents, subcontractors or suppliers.

B. Any claims arising shall be subject to English law in respect of any question of liability or quantum and all proceedings shall be in the exclusive domain of English courts.

C. The following circumstances fall outside our direct control and accordingly we do not except responsibility or liability:

- i) Some amenities (e.g. hotel lifts, swimming pools, saunas) require servicing and/or cleaning and may not therefore be available at all times. Some services may be affected by weather conditions and their availability is entirely at the discretion of the provider. Entertainment, particularly live entertainment provided by hotels, is usually subject to demand and its nature and/or frequency may be varied if there are insufficient numbers in the view of the provider.
- ii) Some excursion itineraries include the use of ferries and other forms of transport which can be affected by inclement weather and may have to be cancelled or arrangements changed. Whenever possible a suitable alternative excursion will be offered.
- iii) We cannot accept responsibility for an accident or incident which occurs due to the negligence of an air or sea travel company which does not come under Sunfun International.
- iv) The published timings 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.

When appropriate (at the discretion of Sunfun International) Sunfun International will afford general assistance to those who through misadventure suffer illness, personal injury or death while travelling overseas on a Sunfun International holiday, arising out of activity which either does not form a part of the standard itinerary, or as part of any excursion offered through the company which is the responsibility of a third party. If legal action is undertaken by a client against such a third party with the prior agreement of Sunfun International, the initial legal costs associated therewith may be met by us, provided the client in question requests such assistance within 90 days of the incident. The aggregate costs of such general assistance and initial legal costs shall not exceed £5000 per booking form. Furthermore in the event of there being a successful claim for costs against a third party or there being a suitable insurance policy in force, such costs actually incurred by Sunfun International shall be recoverable from the client.

8. Our Responsibility to you for UK Tours

A. Sunfun International accepts responsibility for those arrangements for your holiday which are wholly under Sunfun International's control and therefore accepts liability to clients for the negligence of Sunfun International employees or agents. We would draw your attention to the following circumstances which fall outside our direct control and where we do not accept liability:

- i) We make every effort to ensure that proper arrangements have been made for all holidays and that the suppliers of the service(s) that you will enjoy during your holiday are efficient and reputable.
- ii) We do not have direct control over the provision of such services to you by these suppliers and do not accept any liability for any loss howsoever caused arising from the actions or omission of such suppliers, service providers or of their employees who are under our jurisdiction.
- iii) Some amenities (e.g. hotel lifts, swimming pools, saunas) require servicing and/or cleaning and may not therefore be available at all times. Some services may be affected by weather conditions and their availability is entirely at the discretion of the provider. Entertainment particularly live entertainment, provided by hotels, is usually subject to demand and its nature and/or frequency may be varied if there are insufficient numbers in the view of the provider.
- iv) Some excursion itineraries include the use of ferries and other forms of transport, which can be affected by inclement weather and may have to be cancelled or arrangements changed. Whenever possible a suitable alternative excursion will be offered.

Final Notes

Sunfun International reserves the right to change the content of this fair trading agreement, without prior notice. We also reserve the right to change any departure point within reason due to numbers being less than six persons at any one departure point.

Important Note

- You should advise us at the date of booking if:
1. You are aware of any reason why the proposed holiday or journey could be cancelled or abandoned.
 2. Any person who has booked a holiday has a serious or chronic pre-existing illness/condition which has required consultation or treatment during the previous 12 months.
 3. Any person who has booked on a holiday is pregnant.

Right To Surcharge

The price of your travel arrangements is subject to surcharges on the following items for increases in transportation costs e.g. fuel, government action such as increases in V.A.T. or any other government imposed increases currency in relation to adverse exchange rate variations.

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. 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 the invoice.

The price of your holiday was calculated using exchange rates quoted in the "Financial Times Guide to World Currencies".

A large print copy of this document is available on request.