

It is important that you read the following booking terms and conditions. These terms and conditions form the basis of your contract with us. Please read these sections carefully as they apply to all bookings you make with us. All holidays are operated by **Tours Isle of Man Limited**.

Making a Booking

Deposit: When you make a booking, you must pay a deposit of £75 for every person named on the booking. Telephone bookings are held for 5 days (or 3 days if the booking is made within 8 weeks of the departure date). All bookings remain provisional, until deposits have been received, and you have received a written confirmation showing the deposit payment. By accepting the confirmation as correct you agree to our terms and conditions.

You can make payments against your balance anytime between making the booking and the balance due date. The balance of the holiday must be paid 8 weeks before the departure date. For bookings made after the balance due date the full amount is due at the time of booking. If you do not pay the balance of the holiday by the due date, we may cancel your booking, retain your deposit, and you will be required to pay the cancellation charges as laid out below.

If you change your booking: If after booking, you wish to change to a different holiday, we will endeavour to meet requests if possible. All changes should be notified as soon as possible to reduce any cancellation charges. Any change of holiday request made within 8 weeks of the departure date will be treated as a cancellation and will be subject to cancellation charges.

Holiday cancellation by you: In the event of you having to cancel your holiday, you should contact us immediately to avoid incurring any unnecessary charges. Any verbal cancellation must be followed up in writing within 48 hours. Our bookings are arranged through Group Travel Agents many months in advance of the travel date and as a result we have to impose cancellation charges.

If the period within which written cancellation of your holiday is received is greater than 56 days, then the deposit will be retained. If written cancellation is received within 56 days of the departure date then 100% of the holiday cost is retained.

These charges may be recovered through travel insurance, subject to the terms of your policy, and would therefore encourage you to obtain cancellation cover.

The Holiday Coach:

Seating: Everything is done to conform to the coach seating plan in the brochure, but we reserve the right to modify or substitute coaches, and reserve the right to allocate seats other than those you have booked. No compensation shall be given in the event of a change in seat number. For single travellers, whilst we make every effort not to allocate the vacant seat next to you, in some circumstances it may be necessary to use the adjacent seat.

Luggage: Remember our driver has to lift all luggage by hand, as a result each passenger is allowed one suitcase, measuring no more than 26in x 8in x 15in and weighing no more than 20kg. we would suggest 2 small suitcases per couple, plus a small overnight bag where applicable. Should you bring over this amount, we cannot be held liable should there not be enough room on the coach. All baggage and personal items are carried at the owner's risk. We do not accept liability for damaged or lost luggage. Please ensure all luggage is clearly labelled.

Mobility or special equipment: As space is limited you must advise at the time of booking, or as soon as possible, if you intend to travel with large equipment such as walkers and wheelchairs.

Health and Safety:

Tours in our brochure require average physical ability as there will be an element of walking. Many attractions will have uneven surfaces and some will have steep steps. If you have any worries about the suitability of the holiday, you must check with Tours to determine the suitability of the holiday prior to making any booking.

- You must take care at all times when boarding and disembarking the coach/pick up vehicle, moving around the hotel(s) and comfort stops or at any time during the holiday.
- Please note that drivers are not insured to assist you and therefore any assistance given to you by your driver is at your own risk.
- Seat belts are fitted and it is a legal requirement that they are worn at all times when the vehicle is in motion.
- Tours Isle of Man operate a NO SMOKING policy. As a result, smoking is NOT permitted in any vehicle operated by Tours Isle of Man. This includes e-cigarettes.
- You may not bring a pet or any other animal on one of our holidays. An exception is for assistance dogs.
- Please show consideration by ensuring any audio device does not disturb other passengers.
- No responsibility is accepted by Tours Isle of Man for any injury incurred.

Passengers with Special Requirements and Special Requests:

We strive to give all our customers full care and attention, but we do need to know at the time of booking if there are any special requirements. Requests for low floor rooms, close to a lift or walk in showers will be made to the hotel(s) however **as these are limited we cannot guarantee your request will be met. It will be more difficult for hotels to meet multiple requests on a single booking.** Due to the layout of hotels, some may not have ground floor rooms, or suitable rooms that are close to lifts. Special requirements such as diet or specific facilities for medical reasons, without which you would not be able to travel must be made in writing. We will notify the hotel(s) but cannot be held responsible for their failure to be able to do so, unless the hotel has confirmed in writing that the requirement will be catered for.

It is particularly important that we are advised of any medical conditions, disabilities or reduced mobility which may affect your or other passengers holiday. Additionally, at the time of booking, we require written confirmation that all assistance required will be provided by your travelling companion(s). In view of the nature of our holidays, we reserve the right to decline any bookings where we feel that we would not be able to accommodate the needs of a particular client, or where, in our opinion, the medical condition or disability of the client concerned is likely to encounter significant difficulties or have significant adverse effect on other clients on the same holiday. We further reserve the right to cancel any holiday and impose relevant cancellation charges if are not fully advised of any disability or medical conditions at the time of booking.

It is your responsibility to get medical clearance to take a holiday.

Late Arrival by Passengers and Passengers in Difficulties:

Should a passenger arrive late at any halt in accordance with an itinerary notified to clients, either verbally or in writing, the Company will not accept responsibility to delay departure and a passenger who misses a vehicle shall have no claim against the Company. However, the driver/courier will make every effort to assist passengers who get into difficulty through circumstances beyond their control providing the passenger requests such assistance by telephoning the contact number provided.

Conditions of Carriage: When you travel on a ship or plane, the conditions of carriage of that carrier apply and are subject to National and International conditions which may exclude liability. Your contract made under the terms of these booking conditions is subject to Manx Law and jurisdiction.

Holiday Insurance: We strongly advise our customers to take out travel insurance to cover medical and repatriation costs, personal injury, loss of baggage and cancellation charges.

Standards of Behaviour: You are responsible for a reasonable standard of behaviour by yourself and by those for whom you have booked.

In the event of any client behaving in such a way as is likely (in our reasonable opinion) to cause offence, danger, damage or distress to others, we reserve the right to terminate that person's holiday arrangements either before or during the holiday and we will not be liable to complete your holiday arrangements and will not be liable for any refund, compensation, or any other costs you have to pay.

Complaints Procedure: It is imperative that if you are unhappy about any aspect of your holiday, you raise the matter IMMEDIATELY with the coach driver, tour manager (if applicable) or accommodation provider. If you fail to do this and deny us the opportunity to rectify the matter at the time, we shall not accept any responsibility retrospectively. If the matter cannot be resolved immediately, it is a condition that you write to The Managing Director, Tours Isle of Man, 4 Akerman Court, Balthane Estate, Ballasalla, IM9 2AJ within 28 days of returning home, with the details of your complaint so that we may commence an investigation.

Our Promise to You.

Holiday Price: Holiday prices include all ferry and coach travel, hotel accommodation, meals as specified in the holiday description.

Excursions are included in the price of most holidays, refunds cannot be made to those passengers not wanting to go on these excursions.

Morning tea, afternoon tea and other refreshments unless stated are not included. Some hotels may charge for tea and coffee after dinner. Gratuities to the hotel(s) and Driver/Courier are discretionary.

Alterations and Cancellations by us: The arrangements for holidays in our off-island tour 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 reasonably possible before your departure. A "significant change" is one that involves changing your departure date, departure point, and resort area, reducing the quality of your main hotel or a change of tour itinerary that involves a destination being completely eliminated from the revised itinerary. This does not apply to single overnight hotels on touring or part-touring holidays. In the event of a specific change you may decide to continue with the holiday as amended, or accept an alternative holiday we may offer you, or cancel your booking. If you choose to cancel your booking, we will refund all monies paid by you. No other claims or compensations will be considered.

Itinerary Changes: It may be necessary sometimes at short notice, to make changes to an itinerary due to weather, traffic and road conditions. Regrettably coaches, trains or ships do occasionally break down or certain facilities on board a coach or ship may become faulty. Every effort will be made to rectify such issues as quickly as possible. In some instances, it may be necessary to replace the vehicle which cannot be repaired. We cannot accept any responsibility for delays or changes to the itinerary caused by any form of breakdown.

If we Cancel your Holiday: In certain circumstances, we may have to cancel your holiday and if this should occur we will refund all the monies paid to us or offer you a suitable alternative. However, we will not cancel your holiday within six weeks prior to the departure date unless:

- You have not paid for your holiday in full,
- Your holiday is influenced by events outside our control such as a war or threat of war, riots, civil strife, industrial action, natural disaster, fire, epidemics, bad weather, technical problems to transport, the closure of an airport or ferry terminal, terrorist activities or government action or other similar events beyond our control.

- If we have to cancel your holiday at any time we are liable only for the monies you may have paid us at the time of cancellation.

Our Responsibility to you: We accept responsibility for those arrangements for your holiday, which are totally within our control and therefore accept liability to clients for the negligence of our servants or agents, which include our employees. We would draw your attention to the following circumstances, which fall outside of our direct control or where for some other reason we are not prepared to accept liability.

We make every effort to ensure that proper arrangements have been made for all holidays advertised in our tour brochure and that the suppliers of the services, which you will enjoy during your holiday are efficient and reputable. We do not have direct control over the provision of such services to you by the suppliers, and do not accept liability for any loss or distress (however caused) arising from the actions or omissions of suppliers of services or their employees, including losses or distress as a direct result of industrial action by the aforesaid parties.

- We cannot accept any liability for loss or disappointment (however caused) arising from the cancellation or curtailment of any such amenities which are outside our direct control.
- Tours Isle of Man Ltd does not offer any excursions other than those included in the price of the holiday and specified as such in the tour brochure. Accordingly, the company does not accept liability for any payments made to Drivers or Couriers for additional excursions.
- The published running times are estimates only and Tours Isle of Man Ltd will not be liable for any loss (however caused) arising from delay or failure to operate services in accordance with published timings.
- In the event of cancellation of sailing due to bad weather or industrial action at the commencement or on the return day of the holiday, the holiday will commence/return on the next available sailing. The holiday will continue with published itinerary as far as it is possible to do so. As accommodation is booked months in advance it may well be impossible to extend the stay in the resort to make up for the time unfortunately lost at the beginning of the holiday through no fault of Tours Isle of Man Ltd.

Hotel Amenities:

All our hotels have been personally chosen for their locations, quality and service. We only choose hotels with en-suite facilities. Single rooms are always in short supply and early booking is advised. The payment of a single room supplement does not imply that any room allocated will be anything other than a standard single room. When the maximum that the hotel has allocated has been reached no further bookings for single rooms can be taken.

Please remember that some hotel amenities (e.g. lifts, swimming pools etc.) require servicing or cleaning and we cannot guarantee therefore that they are always available. Some hotels arrange entertainment, which could include music, dancing, film shows, bingo etc. The nature and frequency of the entertainment presented is at the discretion of the hotel and therefore not guaranteed and could be withdrawn if there is a lack of demand or insufficient numbers in the hotel. Any extra costs incurred by you during your stay must be paid to the hotel by you prior to departure.

Force Majeure. We are unable to accept any responsibility for any aspect of your holiday arrangements by matters over which we have no control, whether actual or threatened, **INCLUDING** strikes, riots, political/civil unrest, government acts, hostilities, war, terrorist activity, industrial dispute, natural disaster, fire, viral outbreak, adverse and severe weather conditions, closure, restriction or congestion of airports and ports.