

Fair Trading Agreement 2008

1. **Rhapsody Tours Limited** complies with package tour regulation 20, 1992 for the protection of customers' holiday payments. This means your money is secure, all moneys paid for European tours are paid into a designated trust account. All moneys remain within the trust account and are only available to us when you return to this country. Arrangements for repatriation are in place. We have a Repatriation Trust Account with sufficient funds to cover the costs of coach and ferry costs of tours in progress at any one time.
2. Departure and arrival times are approximately as shown in your itinerary and will be confirmed when final details are sent to you a minimum of two weeks before departure. All times and tour itineraries are given in good faith though due to operational considerations itineraries and times may vary from those stated. The problems we experience are minimal due to good planning, highly professional personnel, and above all our extensive experience.
3. Passport and visas are the responsibility of the client to obtain. All passengers are required to carry a valid passport and any necessary visas. Obtaining and completing a collective passport is the party leader's responsibility.
4. Cancellation by passengers - more than 60 days loss of deposit(s), 42– 59 days 60%, 29 - 42 days 75%, 15 - 28 days 80%, 8 - 14 days 90% then full tour cost. **If the final balance is not received by us at least 8 weeks prior to departure then we have the right to terminate our agreement with loss of the deposit.** Please note that unlike many tour companies, if a passenger cannot travel and substitutes with another person, assuming they have the same accommodation requirements, or we can arrange the new alternative, we levy no cancellation charge. Please note that the only cost would be to take an additional insurance policy for the new person. In the unlikely event that we have to cancel your tour (for example due to not making minimum numbers or unavailability of coach, ferry, theme park tickets or hotel) you will receive a full and immediate refund equal to your tour cost. In the event of a tour being cancelled on official Government Foreign Office advice all moneys paid minus any non-recoverable payments made by Rhapsody Tours will be refunded. Except for 'Force Majeur' cancellation will never take place less than two weeks before departure. We regret we cannot accept liability or pay any compensation where the performance of our contractual obligations is prevented or affected or you otherwise suffer any damage or loss as a result of 'Force Majeur'. 'Force Majeur' includes any event which we or the supplier of the service in question could not, even with due care, foresee or avoid. Such events include war or threat of war, riot, civil strife, terrorist activity, industrial dispute, natural and nuclear disaster, adverse weather conditions, fire and all other events outside our control.
5. Insurance - in line with EU recommendations we must insist that all passengers take adequate travel insurance. On some tours insurance is included in the package (please read the policy and make sure it meets your requirements). It is the clients responsibility to ensure pre-existing medical conditions are declared.
6. Smoking or consuming alcohol is not allowed on the coaches.
7. If a group or passenger is persistently disruptive or seriously affects the enjoyment of other passengers or other clients (for example in a theme park or hotel) we, or our agents, have the right to terminate the contract. The coach driver is also entitled to refuse boarding to you if, in his opinion, you are unacceptably under the influence of drink or drugs. If boarding is refused on the outward journey then cancellation charges will be levied. If it is refused on the return journey then the contract will be terminated and we will have no further obligation or liability to you.
8. It is our intention to hold all prices as quoted but in the event of a change in taxation, currency exchange rates, fuel prices, transport rates, security costs, introduction of new taxes or government action, a surcharge may be required. We absorb 2% of the holiday price excluding insurance. Only amounts in excess of this 2% will be surcharged. If this exceeds 10% you are entitled to cancel. Our prices are based on the **exchange rate of 05/09/07** £1 = 1.479 € as published in 'The Daily Telegraph'.
9. Periodic improvements and maintenance are necessary in all hotels that wish to keep up standards. If we are aware of any work taking place we will advise you immediately and ask for your patience and understanding.
10. Many continental 'twin-bedded' rooms do have the appearance of being a double. Sometimes they are two mattresses with separate duvets. Many hotels count twin rooms as double rooms and vice versa. The third bed in triple rooms is often small and inevitably reduces free space in the room. Please note that single rooms are very limited and can be small and even lacking in the full facilities as advertised.
11. If there is one cancellation in a twin/double room the normal cancellation charges will be levied and the remaining passenger will be allocated a single room, the supplement payable prior to departure.
12. Some facilities in hotels may be temporarily unavailable. Some resorts are quieter at the beginning and end of the season and/or weekends and weekdays when full resort facilities may as a result not be available.
13. Many continental hotels provide only a small hand towel. It may be prudent to take a bath towel with you.
14. If a courier/helper is requested it cannot be guaranteed. In the unlikely event of us not providing a courier/helper when requested we will reduce the cost of your tour by the price of this service as published in the price guide.
15. Supervising staff are expected to ensure students behave in an acceptable social manner. If any damage is caused to the coach, ferry, theme park or hotel through irresponsible behaviour the group are liable for the cost involved. Any concern or complaint should be referred to **Rhapsody Tours Limited** at your earliest opportunity to give us, if possible, the opportunity to rectify the matter. Any complaint must be notified in writing to our office within 14 days of your return to the U.K.