bonded coach holidays

ABTOT Member 7070

Mystic Isle

BCH ABTOT Trading Charter (& Booking Conditions)

OUR TRADING CHARTER WITH YOU
Mystic Isle Travel Limited
53 High Street, Droitwich Spa, Worcestershire WR9 8EP

1. **FINANCIAL PROTECTION**
Your contract is with Mystic Isle Travel Limited of 53 High Street, Droitwich Spa, Worcestershire WR9 8EP. When you book a holiday with us, which does not include a flight, the money you pay us for the booking will be protected by Bonded Coach Holidays (BCH) and the Association of Bonded Travel Organisers Trust Limited (ABTOT), this is a Government approved consumer protection scheme. The scheme will also ensure your repatriation in the event the company becomes insolvent. Our Trading Charter and Booking Conditions set out clearly and simply the responsibility we have to you and in turn, you have with us, when a contract is made. Please see the Consumer Guarantee at https://www.abtot.com/bch-abtot-members-directory/. There is no financial protection if you purchase just transport or accommodation-only from us. We fully comply with the Package Travel and Linked Travel Arrangements Regulations 2018. The combination of travel services offered to you is a package holiday within the meaning of the Regulations. Therefore, you will benefit from all rights applying to package holidays. Mystic Isle Travel Limited will be fully responsible for the proper performance of the holiday and providing assistance if you are in difficulty. Your key rights will be in the details of the tour which will be provided prior to booking.

2. **BOOKING AND PAYMENT**
When a booking is made, the 'lead name' on the booking guarantees that he or she is 18 or over and has the authority and accepts on behalf of the party the terms of these booking conditions and pays the deposit indicated in the brochure and as confirmed in the pre-contract information. After we receive your booking and all appropriate payments, if the arrangements you wish to book are available, we will send you or your booking agent a confirmation invoice within 14 days. This confirmation will include any special requests we have agreed. All monies paid to your booking agent are held by them on your behalf until we issue our confirmation invoice, thereafter your booking agent holds the money on our behalf. A binding agreement will come into existence between us when we dispatch this invoice to the 'lead name' or your booking agent. Please check the confirmation carefully to ensure all the information is correct. This contract is governed by English Law, and the jurisdiction of the English Courts.

Single occupancy of rooms, when available, may be subject to a supplementary charge and these will be shown in the brochure. You can book by paying a deposit for each person named on the booking, but our commitment is always conditional upon the balance being paid as below.

Deposit £30 per person.
The balance of the price of your holiday must be paid at least 6 weeks before your departure. If you book within our balance due period, you will need to pay the total holiday cost at the time of booking. If the balance is not paid in time, we reserve the right to cancel your holiday, retain your deposit, and apply the cancellation charges set out in the paragraph below. The date of cancellation will normally be the date we receive your written confirmation that you intend to cancel or 15 days after the balance due date, whichever comes first.

Where optional items are purchased as part of the holiday, these are payable on the balance due date except where items, such as theatre tickets, have been specifically purchased for you. In this case the cost will be payable at a separate date notified to you and will not normally be refunded unless we obtain a refund from the supplier we use.

3. **BROCHURE ACCURACY**
Although Mystic Isle Travel Limited make every effort to ensure the accuracy of the brochure information and pricing, regrettably errors do sometimes occur. You must therefore ensure you check the price and all other details of your holiday with us at the time of booking and when you receive our confirmation invoice.

4. **OUR PRICING POLICY**
Mystic Isle Travel Limited endeavour to ensure that the most up to date and correct prices are shown in our brochure. Occasionally, an incorrect price may be shown, due to an error. When we become aware of any such error, we will endeavour to notify you at the time of booking (if we are then aware of the mistake) or as soon as reasonably possible. We reserve the right to cancel the booking if you do not wish to accept the price which is applicable to the holiday. Local Authorities in many towns and cities throughout Europe have introduced new tourist taxes which must be paid directly to the hotel by all guests in person. These taxes are not included in our prices, but we will notify you when applicable.

Holiday prices include all travel, hotel accommodation and meals as specified in the holiday description and VAT payable in the UK where applicable. The price of the holiday will not be subjected to any surcharges except those arising from exchange rate changes, transportation including the price of fuel, air & ferry operator fares and tolls, embarkation or disembarkation fees at terminals, duties and taxes (including the rate of VAT). Even in these cases we will absorb the cost equivalent to cost of the first 2% of the holiday price. Amounts more than this plus £1 administration fee and Travel Agents commission will be surcharged to you. If this means the total cost of the holiday increases by more than 8% then you are entitled to cancel your holiday and receive a full refund of all monies paid except any insurance premium and amendment charges. We will communicate the options with you either through email or letter, with a reminder if necessary. If you exercise the right to cancel, we must receive written notice within 20 days of the date of the surcharge invoice.
The currency exchange rate used in the holiday costings are based on rates as at October 2024.

5. **IF YOU CHANGE YOUR BOOKING**
If, after our confirmation 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, but we cannot guarantee to do so. However, notification must be received in writing at our offices from the person who signed the booking form, at least 4 weeks before departures. This must be accompanied by a payment of £10 to cover our administrative costs, plus costs we incur in making the amendment. Alterations cannot be made within 2 weeks of departure and any such request for an alteration will be treated as a cancellation of the original booking and will be subject to the cancellation charges set out in paragraph below. Some arrangements cannot be changed without paying a cancellation charge of up to 100% of the ticket cost..

6. **TRANSFERRING YOUR BOOKING**
You can transfer your booking to somebody else, but the person must satisfy all the conditions of the holiday and you must inform us either by letter or email no less than 7 days before departure. This transfer will cost £10 plus reasonable costs to make the transfer. You will remain responsible for ensuring payment before the balance due date. This is in addition to (and does not affect) the separate liability of the transferee to us.

7. **IF YOU NEED TO CANCEL YOUR HOLIDAY**
You or any member of your party, may cancel your holiday at any time provided the cancellation is made by the person signing the booking form and is communicated to us in writing via the office who made your original booking. You must pay cancellation charges to cover our administration costs and to compensate for the risk of us not reselling the holiday. If the holiday is resold a refund will be made. Your cancellation will take effect from the date on which we or our agent receive your written confirmation of your cancellation. You must also return any tickets or vouchers you have received. A reduction in room occupancy may increase the charges for the remaining passengers by the application of supplements for low occupancy of rooms. Where bought in supplies, such as ferries, hotel accommodation etc have been bought in on your behalf, and where the terms and conditions of the supplier are non-refundable, these products will be charged to you at the full retail rate. If this applies, the non-refundable items will be deducted from your holiday costs and the following scale of charges will be applied to the remainder:
You may cancel your holiday without paying any

Period before departure within which written cancellation of package price is received	Amount of cancellation Charge as a % of total package cost
More than 56 days	Deposit only
55 - 49 days	30% or Deposit, if greater
48 - 22 days	50%
21 - 8 days	75%
7 - 1 days	100%
Departure day or later including voluntary termination during the package	Total package cost

termination fee before the start of the holiday, in the event of unavoidable and extraordinary circumstances occurring at the place of destination or its immediate vicinity, for instance, if there are serious security problems at the destination which are likely to affect the package.

8. **ALTERATIONS TO YOUR HOLIDAY BY US**
We hope that we will not have to make any change to your holiday but, because our holidays are planned many months in advance, we sometimes do need to make minor changes. We reserve the right to do this at any time. We will let you or your booking agent know about any important changes as soon as possible, including the minimum number of passengers required on the trip. If after booking, and before departure, we make a major change to your holiday, you will have the option of withdrawing from the holiday without penalty or transferring to another holiday without any charge. In either case, we will pay you compensation, according to the scale set below. A major change includes the time of your departure or return time by more than 12 hours, a change in departure point, location of resort or type of hotel, a change in cross channel travel, or specification of the coach. If we tell you about any of these changes after we have confirmed your holiday booking (other than force majeure), you may either:

- accept the new arrangements offered by us; or

- accept a replacement holiday from us of equivalent or similar standard and price (at the date of the change), if we can offer you one; or

- cancel your holiday with us and receive a full refund of all monies.

Either way, we will pay you compensation, using the Compensation table shown,

Period before departure in which significant change is notified to you or your agent	Amount per person
More than 42 days	Nil
29 - 42 days	£10
15 - 28 days	£15
8 - 14 days	£20
0 - 7 days	£25

IMPORTANT NOTE Compensation will not be payable if the holiday is cancelled because the number of persons booked is less than the number required, or for events beyond our control, which include: war, threat of war, riots, civil disturbances, terrorist activity and its consequences, industrial disputes, natural and nuclear disasters, fire, epidemics, health risks and pandemics, unavoidable and unforeseeable technical problems with transport for reasons beyond our control or that of our suppliers; hurricanes and other actual or potential severe weather conditions and any other similar events. You are also advised to check with The Foreign and Commonwealth Office Advice Unit regularly at https://www.gov.uk/browse/abroad/travel-abroad prior to travel.
All holidays operate if the minimum number of participants is met. However, in no case will we cancel your holiday less than 6 weeks before the scheduled departure date, except where you have failed to pay the final balance or because of force majeure (force majeure means an event which we or the suppliers of the services in question could not foresee or avoid and is therefore beyond our control).

9. OUR RESPONSIBILITY TO YOU

We accept responsibility for ensuring the holiday which you book with us is supplied as described in our publicity material and the services offered reach a reasonable standard and if you are in difficulty, we will assist you. If any part of our holiday contract is not provided as promised, you may terminate the contract without paying a termination fee and we will pay you appropriate compensation if this has affected your enjoyment of your holiday. We will, however, not be liable if there are any unforeseeable or unavoidable actions of a third party not connected with our travel services, or there were unavoidable or extraordinary circumstances, or the lack of conformity is due to a traveller in the party. We accept responsibility for the acts and/or omissions of our employees, agents and suppliers except where they lead to death, injury or illness. Our liability in all cases shall be limited to a maximum of twice the value of the original holiday cost (not including insurance premiums and amendment charges). We accept responsibility for death, injury, or illness caused by the negligent acts and/or omissions of our employees or agents together with our suppliers and sub-contractors, servants and/or agents of the same whilst acting within the scope of, or during their employment in the provision of your holiday. We will accordingly pay to our clients such damages as might have been awarded in such circumstances under English Law. In respect of carriage by air, sea, tunnel and rail and the provision of accommodation our liability in all cases will be limited in the manner provided by the relevant international convention.

If we make any payment to you or any member of your party for death or personal injury or illness, you will be asked to assign to us or our insurers the rights you may have to act against the person or organisation responsible for causing the death, personal injury or illness. This clause does not apply to any separate contracts that you may enter for excursions or activities during or outside of your holiday. If you or any member of your party suffer death, illness or injury whilst overseas arising out of an activity which does NOT form part of your holiday, we may offer guidance and where legal action is contemplated and you want our assistance, you must obtain our written consent prior to any proceedings (We limit the cost of our assistance to you or your party to £5,000 per party)

10. IF YOU HAVE A COMPLAINT

If you have a problem during your holiday, please inform your Tour Manager, your driver or the relevant supplier/resort representative immediately who will endeavour to put things right. If your complaint cannot be completely resolved locally, you must complete a Holiday Report Form which can be obtained by your driver or local representative, which you should keep. Our contact number, for unresolved complaints will be our office number on 01905 770 870 (open in office hours) If you remain dissatisfied please follow this up within 14 days of your return home by writing to Mystic Isle Travel Limited giving your original booking reference number and all other relevant information, including the reference of the Holiday Report Form. It is therefore a condition of this contract that you communicate any problem to the supplier of the services in question AND to our representative whilst in resort and obtain a written report form. If you fail to follow this simple procedure, we cannot accept responsibility as we have been deprived of the opportunity to investigate and rectify the problem. Should you wish to pursue the complaint further, BCH ABTOT have an Alternative Dispute Resolution scheme and full details are available from them. Please contact them at ABTOT 69 Leadenhall Street London EC3A 2BG.

11. OUR COACHES

We will always use our reasonable endeavours to provide a coach to the specification in our brochure or advert but reserve the right to substitute an alternative vehicle should there be unforeseen circumstances. There is a seating plan but, in some cases, operational reasons may require a coach with a different configuration. We reserve the right to alter a coach seating plan and allocate seats other than those booked. Single passengers may be required to share a double seat with other single passengers. When your booking is confirmed, you will be offered the best seats that are available at that time. If you feel that you require two seats, then these must be booked and paid for in advance, at the time of booking. If you fail to do this and it transpires that the seat allocated to you is insufficient for your needs and there is no alternative seating available, then you will be refused access to the coach and any payments made will be liable to forfeiture.

Specific seats will not be allocated on coaches operating a feeder service between joining points and main holiday departure points or on coaches that carry out transfers between airports, seaports etc.

12. HOTEL FACILITIES

Some hotel facilities and entertainment may be withdrawn for routine maintenance or be subject to seasonal availability and provision of the facilities cannot be guaranteed. Single occupancy of rooms may be subject to a supplementary charge.

13. HEALTH AND SAFETY

In some foreign countries, standards of infrastructure, safety and hygiene may be lower than those to which we are accustomed in the UK. You should therefore exercise greater care for your own protection. There may be countries that we visit that have special medical requirements for tourists. These regulations are subject to change and our clients are responsible for complying with entry and current health requirements. If you are not sure of the health requirements for the country you are visiting, you are advised to check with your own GP before travelling. You are also advised to refer to the Department of Health leaflet “Health Advice for Travellers”.

Some people may be at risk from discomfort or deep vein thrombosis (DVT) if they remain immobile on a journey for a long period. If you are planning to undertake a journey of more than three hours, you should consult your doctor, if you have ever had DVT, pulmonary embolism, a family history of clotting conditions, cancer or treatment for cancer, stroke, and heart or lung disease or If you have had major surgery in the past three months.

We reserve the right to refuse any booking in the absence of a doctor’s certificate confirming that you are fit to travel. Where we provide comfort stops you are encouraged to walk around. Exercise reduces any discomfort, which may be caused by periods of immobility.

NO SMOKING is allowed on our coaches (including E-Cigarettes) and we do not allow pets or any other animals, although we accommodate registered assistance dogs, but not on overseas holidays.

14. TRAVEL DOCUMENTS, ITINERARIES, PICK-UP POINTS AND PASSPORTS

For all Continental holidays, you will require a full 10-year British Passport (machine readable) valid for a further 6 months after your holiday. If you do not hold a full British Passport or have any doubts about your status as a resident British subject, you must check with the Embassies or Consulates of the Countries to be visited to confirm the Passport or visa requirements when you book. We cannot accept responsibility if passengers are not in possession of the correct travel documents. For full details on passport requirements, please contact ‘the identity and passport service’ on 0300 222 0000 https://www.gov.uk/browse/abroad/passports

In relation to holidays in the European Union or a requirement to travel through an EU Member State, you are responsible to ensure that you have any necessary entry documents as required by the EU including any required compliance with the EU’s ‘ETIAS’ system, for more information on which see www.etiasvisa.com . For travel in the European Union or Schengen area a valid General Health Insurance Card (GHIC) is required

Available free of charge from the NHS and valid for 5 years https//www.nhs.uk

We cannot accept any liability for the consequences of your failure to do so.

You are responsible for ensuring you are at the correct departure point, at the correct time and with the correct documents. Mystic Isle Travel Limited reserve the right to modify itineraries to conform with requests from competent authorities both within the UK and abroad.

Excursions which are included in the cost of your booking are detailed on the brochure page and refunds will not be made for excursions not taken. Optional excursions booked and paid for in resort do not form part of your booking. Admission fees to buildings may not be included in the price of the holiday, please check.

15. SPECIAL REQUESTS

All special needs and requests, if agreed, should be entered on the booking form and be included in the confirmation of the holiday. **These cannot be guaranteed** except where confirmed as part of our holiday commitment to you and are detailed on your holiday booking confirmation. We are keen to ensure that we plan the arrangements for your holiday so that special needs and requests can be accommodated as far as possible. If you will need assistance or may be unable to fully enjoy all aspects of your holiday you must tell us in advance so that we can maximise your enjoyment of the holiday. We will need to know if you will need special facilities in the hotel, taking part in the excursions or have difficulty boarding and travelling on the coach or other means of transport. Before booking your holiday, you should be sure that you and your party are both physically and mentally capable of completing the itinerary. If you need advice or further information either you or your booking agent should contact Mystic Isle Travel. If you will require a special diet please tell us at the time of booking, or as soon as you are medically advised, together with a copy of the diet.

16. PASSENGERS WITH DISABILITIES

We want everyone to enjoy our travel arrangements. We are happy to advise and assist you in choosing a suitable holiday. But, as some of the accommodation and resorts featured may not cater for even minor disabilities, it is important that, when booking, you advise us of any disability, specific need or complex need you may have and any special requirements that will make sure the holiday is suitable. If a passenger requires personal assistance (for example, assistance with feeding, dressing, toileting, mobilising) then this passenger must travel with an able-bodied companion or carer and written confirmation that such assistance will be provided for the entirety of the holiday is required at the time of booking. Coach drivers/Tour Managers are unable to provide such assistance.

Important

You must tell us if you have an existing medical condition, disability or complex need that may affect your holiday or other group members’ enjoyment of it before you book your holiday. We reserve the right to request a doctor’s certificate confirming the passenger is fit to travel. If, in our reasonable opinion, your chosen holiday is not suitable for your medical condition or disability, we reserve the right to refuse your booking. You are responsible for bringing with you the proper clothing and equipment, which we advise you about in our printed trip information. We want you to enjoy your holiday and will help you select an appropriate trip.

17. PASSENGER BEHAVIOUR

We want all our customers to have a happy and carefree holiday. You are responsible for your behaviour and hygiene and the effect it may have on others. If you or any other member of your party is abusive, disruptive or behaves in a way that could cause damage or injury to others or affect their enjoyment of their holiday or which could damage property, we have the right to terminate your contract with us and we will have no further liability or obligation to you. The coach driver/representative, ship’s captain, or authorised official is entitled to refuse you boarding if in their reasonable opinion you are unacceptably under the influence of drink or drugs or you are being violent or disruptive. If you are refused boarding on the outward journey, we will regard it as a cancellation by you and we will apply cancellation charges. If on your return journey, we have the right to terminate the contract with you. We also request that mobile telephones are not used on the coach.

18. TRAVEL INSURANCE

Whilst we do not sell Travel Insurance, we strongly advise you to be insured (this is mandatory on European holidays). Travel Insurance is available from Post Offices, Supermarkets and through most Banks. If you do not have adequate insurance and require our assistance during your holiday, we reserve the right to reclaim from you any medical repatriation or other expenses which we may incur on your behalf which would otherwise have been met by insurers. You must advise us if you use alternative insurer, the policy number and 24-hour contact number.

19. LUGGAGE

Please restrict your luggage to a suitcase weighing no more than 20kgs per person. We cannot accept responsibility for loss or damage to luggage unless through our negligence. Please do not leave valuable items in your suitcase when left on the coach. Please contact us for our policy on mobility scooters.

20. GENERAL DATA PROTECTION REGULATIONS

We comply with the GDPR 2018 Regulations, our data controller is Reservations Manager at Mystic Ilsle Travel Ltd. and our data protection policy can be found at www.mysticisle.co.uk or you can request a copy from Mystic Isle Travel Limited
53 High Street, Droitwich Spa, Worcestershire WR9 8EP

21. EMERGENCY CONTACT

Our emergency contact details are Tel: 0797 444 9617
or 07967 163 205
Email: holidays@mysticisle.co.uk

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