

BOOKING CONDITIONS

Bay Farm Tours is a trading name of **The Morecambe Bay Travel Company Ltd.** (Reg No 3055259) which is a member of ABTA (**ABTA No V0620/4462X**). When you book a Bay Farm Tours holiday your contract is with The Morecambe Bay Travel Company t/a Bay Farm Tours.

1. Holiday Contract: To book a Bay Farm Tours holiday / tour a booking form listing all passenger names must be completed, and signed by the first named passenger, who must be authorised by the other members of the party to do so. On signing the booking form the client accepts the conditions as set out below on behalf of everybody he/she is booking for. On receipt of the booking form and deposit, we will reserve the holiday / tour, if available, and issue our confirmation invoice. This contract is made on the terms of these booking conditions, which are governed by English Law.

2. Financial Protection: We provide this security by way of an Air Tour Organisers Licence **ATOL No 3310** administered by the **Civil Aviation Authority (CAA)**. When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

3. Payment: a) **Deposit** - The deposit is part of the total cost of the holiday, and is non-refundable other than under the circumstances outlined in section 8. b) **Balance** - The balance is due not less than twelve weeks before the departure date. c) **Total Payment** - For bookings made less than twelve weeks before the departure date payment for the full cost must be sent with the booking form. We reserve the right to cancel a booking where the final payment is overdue, in which event the deposit is not refundable.

4. Brochure Prices: The price of your tour arrangements was calculated using exchange rates quoted in the *Financial Times Guide to World Currencies* on 27th January 2026 in relation to the following currencies: Euro €. We reserve the right to alter the price of the tour/holiday in this brochure. You will be advised of the current price of the tour before your contract is confirmed.

5. Surcharges: We reserve the right to alter the price of your holiday shown in our brochure in the event of the following. Changes in a) transportation costs, including the cost of fuel b) dues, taxes, or fees chargeable for services such as landing taxes, or embarkation and disembarkation fees at ports and airports, or c) due to fluctuations in foreign currency exchange rates mean that the cost of your holiday can change after you have booked. However, there will be no change within 30 days of your departure.

We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, excluding insurance premiums and amendment charges. Any increases in excess of 2% will be passed on to yourself as a surcharge. If this means that you have to pay an increase of more than 10% of the price of your travel arrangements, you will have the option of accepting this, or cancelling and receiving a full refund of all monies paid, except for any amendment charges. Should you decide to cancel your tour/holiday for this reason you must advise us within 14 days from the issue date printed on your final invoice.

Should the price of your holiday go down due to the changes mentioned above, by more than 2% of your holiday cost, then a refund will be paid to you. However, please note travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

No surcharges will be made under 30 days before departure date.

6. Cancellation Charges. Should it be necessary for you to cancel your holiday/tour once this has been confirmed the following charges will apply from the date we receive your written cancellation.

More than 63 days before departure - loss of deposit

Between 63 – 29 days before departure - 50% of total holiday price

Between 28 - 16 days before departure - 80% of total holiday price.

Under 15 days before departure - 100% of total holiday price

After cancelling your holiday / tour by letter please ensure that you receive written confirmation. It may be possible to make a claim against the travel insurance you have taken out, regarding the cancellation charges, depending on the reason for cancellation.

7. Amendments to bookings: If after receiving confirmation of booking you wish to change details there will be an amendment fee of £20 per person. Where we have made specific tailor-made arrangements for you or this is within 6 weeks of departure the detail of the change will need to be taken into consideration. Unfortunately, due to strict airline amendment and cancellation charges, the cancellation charges may apply which can only be advised at that time. You should advise us as soon as possible if you need to change or cancel your booking.

8. Changes to Tour Itinerary: Every effort is made to operate the tours as advertised, but we have to plan arrangements many months in advance. Occasionally we may have to make changes and Bay Farm Tours reserve the right, at its discretion, or in the clear interests of the clients, to modify or cancel the tour, flight schedule, accommodation or arrangements at any time. Most of these changes will be minor, but we will endeavour to advise you of any changes as soon as is reasonably possible. Where a change is more significant/major, such as changing your departure airport, you will have the choice of accepting the change of arrangements, accepting an offer of alternative travel arrangements of comparable standard from us if available, (we will refund any price difference if the alternatives are of a lower value) or cancelling your booking and receiving full refund of monies paid. In all cases except where major changes are due to reasons of *force majeure*, we will pay compensation as detailed below:

More than 63 days before departure

- nil

Between 63 - 29 days before departure

- £15.00

Between 28 - 16 days before departure

- £30

Under 15 days before departure

- £50.00

9. Tour Cancellation: All tours require a minimum number of people for them to operate. Should a tour have to be cancelled due to lack of numbers we will advise you before 8 weeks from your departure date, but it may be possible to confirm that most tours will definitely be going ahead as planned earlier than this. In the event where we cancel a tour Bay Farm Tours will, if possible, offer alternative arrangements. If there is no alternative available or an alternative is not acceptable, a full refund will be made.

10. Airlines: We are required under EU Regulation 2111/2005 to advise you of the actual carrier operating your flights. This is shown in the brochure details for the tour and on your confirmation invoice. We will advise you of any changes to the actual airline as soon as possible. Such a change is only deemed a minor change. Other examples of minor changes include alteration of outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same standard.

11. Complaints: Should you have cause for complaint whilst on one of our tours please bring it to the attention of your Tour Manager who will do their utmost to rectify the situation immediately. If the problem was not solved to your satisfaction on tour we would ask you to contact us as soon as possible on your return, and put this in writing within 28 days of your return from your holiday. We will not accept any responsibility or liability for any claims if they have not been reported to your Tour Manager, whilst on the tour. Disputes arising which cannot be amicably resolved maybe referred to arbitration, if the customer so wishes, under a special scheme arranged by ABTA, and independently administered by IDRS, part of the Chartered Institute of Arbitrators. The scheme provides a simple and cheap method of arbitration based on documents alone. It does not apply to claims in excess of £5,000 per person or £25,000 per booking form. Information regarding the ABTA Code of Conduct and arbitration scheme can be found at <http://www.abta.com>.

12. All arrangements made by or through Bay Farm Tours in connection with the booking are subject to the conditions made by the airlines, hotels, coach companies, shipping lines, restaurants and other persons, firms or companies concerned.

13. Force Majeure: No liability can be accepted by Bay Farm Tours for changes due to "force majeure" and shall not be liable in respect of events. These can include: strikes, riots, political unrest, war or threat of war, industrial action, government action, natural disasters, technical or weather problems, disease problems or similar events beyond our control.

14. Passports / visas: Information and advice given is for British Citizens only, unless otherwise stated. Anyone who has a British Subjects Passport or travels on the passport of another country should consult with the relevant Embassies and/or Consulates. It is the responsibility of the client to ensure that he/she has in his/her possession the necessary passport(s), visas, or immigration requirements.

15. Travel insurance: Is compulsory for clients travelling on a Bay Farm Tour. On receipt of your booking form and deposit a disclaimer form will be sent to you for you to complete with details of your insurance company and policy.

16. Data Protection. In order to process your booking and to ensure your travel arrangements run smoothly and meet your requirements we need to use the information you provide including name, address, and any special needs/dietary requirements etc.. We take full responsibility for ensuring that proper security measures are in place to protect your information. We must pass information to the relevant suppliers of your travel arrangements eg. airlines, hotels and transport providers etc. The information may also be provided to public authorities such as customs and immigration if required by them, or as required by law.

17. Flight Delays. In the event you have a flight delay it is the responsibility of the appropriate airline to provide appropriate standards of welfare and communication. If you are at a point in your tour where you are travelling with the Tour Manager he or she will approach the airline or their representative. If it is at a point on your travel itinerary where you are travelling individually you may need to do this yourself. It should be noted that airlines do not generally provide the above if the reason for any delay is due to inclement weather.

18. Foreign Office Advice. Once we have received your booking form and deposit we will send you "Information to assist you in preparing for your Tour". You should also check on the Foreign, Commonwealth and Development Office website on www.fco.gov.uk/knownbeforeyougo for advice and the latest information about the country to be visited. If you wish to receive this information prior to booking on any tour we would ask you ring our office and we will forward this to you by first class post.

19. Our Liability to you. If the contract we have with you is not performed or is improperly performed by us or our suppliers we will pay you appropriate compensation if this has affected the enjoyment of your travel arrangements. However we will not be liable where any failure in the performance of the contract is due to you, or a third party unconnected with the provision of the travel arrangements and where the failure is unforeseeable or unavoidable, or unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or an event which we or our suppliers, even with due care, could not foresee or forestall.

Our liability except in cases involving death, injury or illness, shall be limited to a maximum of 3 times the cost of your travel arrangements. Our liability will be limited in accordance with and/or in an identical manner to;

(a) The contractual terms of the companies that provide transportation for your travel arrangements. These terms are incorporated into this contract.

(b) Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of limitation of compensation contained in these conventions. Your can ask for a copy of the transport companies' contractual terms, or the international conventions, from the Bay Farm Tours offices at 35, Euston Road, Morecambe, Lancs., LA4 5DF Tel No: 01524 423444.

20. Denied Boarding. Under EU law (Regulation 261/2004) you have rights in circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. **However reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us.** Your right to a refund and/or compensation from us is set out in clause 8. If any payments to you are due from us, any payment made to you by the airline will be deducted from this amount. If your airline does not comply with these rules you should complain to the Air Transport Users Council on 020 7240 6061 www.auc.org.uk.

21. Behaviour. If your behaviour or that of any member of your party is likely in our opinion to cause distress, damage, danger to or to annoy our other customers, employees, accommodation providers, or anyone else, we can end your travel arrangements and terminate your booking. If you are prevented from travelling because any person in authority is of the opinion that you are unfit to travel or likely to cause a risk, discomfort to or disturb other passengers we can end your travel arrangements and terminate your booking. In each case we will not be liable for any refund, compensation or any other costs you have to pay. We will also hold members of your party jointly and individually liable for any damage to the property together with legal costs we incur in pursuing the claim. We cannot accept liability for the behaviour of others on your flight or in your tour accommodation. It is important to report the actions of any other travellers that are causing you discomfort or distress to your tour manager or airline/accommodation staff as soon as possible so that appropriate action can be taken.

22. Prompt assistance on tour. If the contract we have with you is not performed or is improperly performed as a result of failures attributable to a third party unconnected with the provisions of the services, or as a result of failures due to unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which our suppliers, even with all due care, could not foresee or forestall, and you suffer an injury or other material loss, we will offer you such prompt assistance as is reasonable in the circumstances.

23. Excursions. Additional excursions or other tours that you choose to book or pay for whilst you are on tour are not part of your package holiday/tour provided by us. For any excursion or other tour that you book, your contract will be with the operator of the excursion and not with Bay Farm Tours. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

24. ABTA. We are a member of ABTA, membership number V0620. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you an arbitration scheme for the resolution of disputes arising out of, or in connection with this contract. Further information on the Code and arbitration can be found at <http://www.abta.com>

This brochure is our responsibility, as your tour operator. It is not issued on behalf of, and does not commit the airlines mentioned herein or any airline whose services are used in the course of your travel arrangements.