

# BOOK WITH CONFIDENCE



Siesta International Holidays Limited are members of the Bonded Coach Holiday Scheme  
The bonded coach holidays scheme (BCH) is the coach tourism industry's government approved bonding scheme and it is run by ABTOT Limited.  
Your money is safe with a BCH Member and you know you are dealing with a reputable travel company. As a member of BCH ABTOT we are required to comply with strict operation and financial standards contained in their rules, Trading charter and codes of conduct.  
Consumer Protection - Consumer Guarantee at <https://www.abtot.com/bch-abtot-members-directory/>

- \* Your deposits and other prepayments are protected by the bond provided ABTOT (Or under the consumer credit Act 1974 if you paid by credit card)
- \* In the unlikely event that your coach operator ceases trading, ABTOT will manage refund claims and any repatriation if you are abroad.
- \* All BCH ABTOT members are monitored to ensure they have the right level of consumer financial protection in place.
- \* ABTOT offers an independent arbitration service to handle consumer complaints.

## Trading Charter

### Our commitment to you Prices

Siesta endeavours to ensure that the most up to date and correct prices are shown in our brochure and on our website. 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 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 & 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 10% 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 14 days of the date of the surcharge invoice. The currency exchange rate used in the holiday costings are based on rates as at €1.16 = £1.

### Cancellation by us

We may cancel your holiday in the following circumstances:-

- if the holiday becomes impracticable or inadvisable by reason of hostilities, political unrest or, without limitation, any other unusual or unforeseen circumstances beyond our control.
- if we do not receive the minimum number of bookings which we require to run the holiday by 35 days before the scheduled departure date, in which case we will inform you in writing of the cancellation 28 days before the scheduled departure date.
- if you have not paid for your holiday in full not less than ten clear weeks before the tour departure date.

If your holiday is cancelled under either sub-paragraph (a) or sub-paragraph (b) above, we will, if we are able, offer you an alternative holiday which you may accept, in which case we will refund the difference between the price of the original holiday and the alternative holiday (if the alternative holiday is less expensive) or you will be required to pay us the difference between the price of the alternative holiday and the original holiday (if the alternative holiday is more expensive). You will be entitled to a full refund of all the monies paid by you to us for the holiday, should we not offer, or you do not wish to accept a substitute holiday.  
If the holiday is cancelled under sub-paragraph (c) above, you will be taken to have cancelled the holiday and, from the date of our notification, clause 2 of 'your commitment to us' will apply, including in relation to cancellation charges.

### Alteration by us

The Company shall not be liable to the passenger for any losses, damages or inconvenience resulting there from. Whilst we endeavor to avoid changes and cancellations, we must reserve the right to make changes before departure or cancel your booking. If we have to make an insignificant change, we will not pay you compensation or offer alternative options. Examples are a change of seat number, itinerary change, change of accommodation to a similar or better standard, removal or closure of a hotel facility or a change of pick point.

If a major change becomes necessary, we will inform you or your travel agent as soon as is reasonably possible if there is time before your departure. A major change is one that we make to your holiday arrangements before departure, that involves changing your resort area or time of departure or return by more than twelve hours, or offering accommodation with a lower standard. You then have the choice of: (A) accepting the changed arrangements as notified to you; (B) purchasing another available holiday from us; or (C) cancelling your holiday.

Compensation payments: per fare paying passenger. If you choose (A) or (B) your holiday cost will be reduced by the amount shown. If you choose (C) we will refund all money you have paid plus the compensation shown below. Compensation payments do not apply to major changes or cancellation caused by reason of war or threat of war, riots, civil strife, terrorist activity, industrial disputes, natural and nuclear disasters, fire, technical problem to transport, closure or congestion of airports or ports, cancellations or changes of schedules by scheduled airlines and similar events beyond our control.

Notification more than 35 days before departure	<b>Nil</b>	35-15 days	<b>£10</b>	14-0 days	<b>£15</b>
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### Conditions of carriage

Your contract, made under the conditions of this Fair Trading Agreement is subject to English law and jurisdiction.

When you travel with Eurotunnel or a ferry service we act as an agent for the relevant carrier. We reserve the right to substitute the carrier when necessary. The carrier's Conditions of Carriage will apply, some of which limit or exclude liability. These conditions are often the subject of international agreements between countries and copies of the carrier's Conditions are available for inspection at Siesta's registered office or the relevant carrier's website or headquarters.

Some coach journeys are operated by vehicles other than those owned by Siesta International Holidays Limited and the specification may differ to that detailed in this brochure. The Public Service Vehicle (Conduct of Drivers, Inspectors, Conductors and Passengers) Regulations 2015 apply to all coaches throughout any holiday in the UK. See also 'Luggage' clause 11. Although against our image and policy, we reserve the right to utilise, as a last resort, NON Premier/Club Class coaches in which case any gesture of goodwill/refund would be relevant to distance affected.

### Our liability to you

We accept responsibility for services which we are contractually obliged to provide should they prove deficient or not of reasonable standard. We accept responsibility for any loss or damage which you may suffer on holiday as a result of the negligence of our employees or agents. Most accommodation and transport is provided by independent suppliers, for whom we will accept responsibility on the terms set out as follows.  
We will take reasonable care of your luggage but will only be liable for any loss or damage caused by the Company's negligence. All passengers should insure their luggage with reputable insurers against all usual and normal risks of loss or damage, to the full replacement value of the luggage, with no excess.

If you or any member of your party suffer death, bodily injury or illness arising from the negligence of our suppliers, their sub-contractors, servants and/or agents, we will accept responsibility provided that they were acting within the scope of, or in the course of their employment when the accident occurred. Should any payment be made to you or any member of your party by us in any of the circumstances referred to in this section, we reserve the right to claim in your place against the person or organisation responsible for causing the illness, injury or death. This means that you must agree to assign that part of your rights to us and we will be subrogated to those rights. For air, sea and land carriers performing any domestic or international carriage of whatever kind of liability is governed solely by the relevant conditions of carriage mentioned above in 'Conditions of Carriage'.

Clean Air Policy - Smoking/e-cigs is/are strictly forbidden in coaches and Lodges.

Animals - No animals of any description are allowed (we accommodate registered assistance dogs, but not on overseas holidays).

### Seat Dimensions and Larger Passengers

The seats on our coaches are approximately 450mm wide, (17.71 inches). Larger passengers whose size exceeds these seat dimensions will reduce the space available for the person sitting next to them. This reduction in space can cause a great deal of discomfort. If you are unable to sit within the space provided by a seat of the above dimensions without touching or overlapping any part of the neighbouring seat (unless a party member), you must advise us at the time of booking. You may be asked to pay for an additional seat so that you have two adjoining seats, in order to make your booking. If you do not provide us with this information at the time of booking and it is apparent when you join your feeder or tour coach that you need more space than that provided by one seat, you may be asked to pay for an additional seat at brochure price (subject to availability).

### Infants (0-23 months at time of return travel)

Infants will not be allocated a coach seat automatically. You must tell us at the time of booking so that we can calculate a seat cost. You may opt for your infant to travel on your lap should you wish in which case he/she will not be allocated a coach seat, a luggage allowance nor a bed in your accommodation. With any infant travelling on our coaches, a member of your party must be seated in the seat directly in front of the baby as the seat recline will be restricted.

Cots and high chairs are available to hire in resorts on request (for lodges the cot space will be in the living area unless one of the bedrooms is unoccupied).

N.B. For shorter Disneyland Paris (only) holidays infants aged 0-36 months will travel free of charge on their parent's lap without a seat, luggage allowance or a bed in your hotel room. If you require an additional seat you must book your infant as a child.

### Passengers with health considerations and mobility issues

Taking that the majority of our coach holidays are long distance, they will not be suitable for people with certain disabilities, dietary requirements or medical conditions. If you have a disability, coaches and mini buses can be difficult to get on and off and some of our hotels do not offer ground or lower floor accommodation or lifts/easy access. You must tell us if any member of your party suffers from any disability or pre-existing medical condition that may affect their or other peoples holidays - You must provide full written details at the time you book the holiday including any specific requirements that person has. Some people may be at risk from discomfort or deep vein thrombosis (DVT) if they remain immobile on a journey, you should consult your GP if you or a family member has ever experienced this. We reserve the right to request a doctor's certificate confirming fitness to travel. Additionally at the time you book the holiday you must provide written confirmation that all assistance the disabled person requires will be provided by you. In view of the nature of our holidays, we regret we must reserve the right to decline any bookings whenever we feel unable to accommodate the needs of any particular client or where, in our opinion, the medical condition or disability of the client concerned is likely to have a significant effect on other clients taking the same holiday. If any passenger requires personal assistance then a companion or carer who is able to look after you must travel with them. Drivers, tour managers or hotel staff are unable to provide such assistance. We further reserve the right to cancel any holiday and impose cancellation charges if we are not fully advised of any relevant disability or medical condition at the time of booking.  
Lodges and Mobile Homes have no special facilities for infirm clients (having high steps and narrow doors etc). All sites also have unsurfaced and undulating areas. N.B. Motorised wheelchairs/scooters cannot be transported.

### General Data protection regulations

We comply with the GDPR 2018 Regulations. Our data protection and privacy policy can be found at [www.siestaholidays.co.uk/terms](http://www.siestaholidays.co.uk/terms) or you can request a copy from [sales@siestaholidays.co.uk](mailto:sales@siestaholidays.co.uk)

### Brochure/Website Accuracy

All brochure descriptions are advertised by us in good faith and every care is taken to ensure their accuracy. However since we include so much detail and since the brochure is prepared up to 20 months in advance, there may be occasions when an advertised facility or entertainment is not available during your own particular holiday. Certain facilities require maintenance and sometimes have to be temporarily withdrawn from use for such work to be done. Other activities may not operate for reasons such as unstable weather conditions or lack of support. The operation of certain amenities and facilities may be subject to local licensing laws or religious holidays. Regrettably, errors and omissions in information and prices can occur. It is your responsibility to thoroughly check all details of your chosen holiday.

### Passport, visas, health and FCO advice

If you are a British citizen, you need a full 10 year passport for all holidays in this brochure. The UK government recommends that travellers going to the EU after 29 March 2019 have six months left on their passport and is also advising that any extra months which have been added to a 10 year passport will not be valid. If you hold a non-EU or non-EEA passport, you should call the consulate of the countries you plan to visit (or travel through) for advice prior to making any reservation. Passport advice can be found at [www.gov.uk](http://www.gov.uk) or by phoning the UK Passport Service Advice line on 0300 222 0000.

At the time of going to print no vaccinations are required for holidays in our brochures. However, regulations may change, therefore, it is advisable to check with your doctor or [www.nhs.uk](http://www.nhs.uk). Health advice can also be found in a useful Department of Health leaflet 'Advice on Health for Travellers' at [www.gov.uk](http://www.gov.uk). The Foreign and Commonwealth Office produces up-to-date travel information to help travellers make informed decisions about travelling abroad at [www.fco.gov.uk](http://www.fco.gov.uk).

It's also the passengers sole responsibility to be aware of and comply strictly with all laws and customs documentation including passports and foreign exchange requirements of the countries to be visited and in default the Company reserves the right to repudiate this contract. Customs and Excise conduct frequent checks & searches of coaches. If a passenger is delayed or detained beyond a reasonable time the coach will leave and the onward travel would be the responsibility of the 'missing' person.

### Insurance

We strongly advise that you take out personal travel insurance for your trip. You may use an alternative insurer but you must advise us of your Insurance Company and policy number. The insurance should cover medical and repatriation costs, personal injury, loss of baggage and cancellation charges. 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 an alternative insurer.

We have teamed up with travel insurance specialists, P J Hayman & Company, to bring you a travel insurance policy specially designed for Coach Holidays - Coach Plus Travel Insurance. Get an instant quote and immediate cover online Coach Plus Travel Insurance - Cover For Coach Trips ([coachpluscover.co.uk](http://coachpluscover.co.uk)) or by calling 02392 419 855 Mon to Fri 9am - 5pm. Quoting Siesta.

### Special requests

We cannot guarantee special requests. Requests for pool view, adjoining rooms, high/low floors (remember with accommodation we do not have control over final allocations), coach upper/lower decks, etc. are subject to final planning availability. Alleged verbal confirmation of these requests at 'time of booking' etc. will be classified null and void without a confirmation/guarantee in writing and signed by the company. All bookings/reservations are accepted on this understanding.

Limited availability and availability of facilities

With all advertised holidays, special offers, free holidays, free transfer coaches etc., availability is limited and is strictly on a first-come first-served basis and offers will close once full. Certain facilities are not available early or late in the season, and, even in the height of the summer, advertised events and facilities, e.g. Barbecues, Entertainment, Kids Klub etc., may be withdrawn owing to inclement weather conditions, technical problems or lack of support.

**N.B. Catalan Government Tourist Tax** (payable directly to the hotel/campsite upon arrival)  
**Campsites, Apartments and 1-3 Star Hotels:** 0.60€ p.p.p.n, **4 Star Hotels:** 1.20€ p.p.p.n (correct at time of printing and subject to change). The tax is payable **only** for the first 7 days of your stay. Children under 16 years are exempt.

Delays  
Realistically, **ALL** travellers to anywhere with any company must be prepared for delays from time to time.

- (a) All tickets and vouchers are issued by the Company subject to the condition that the Company shall not be liable to the passenger for any injury, loss, damage, delay or inconvenience caused to or suffered by the passenger which may be occasioned either by reason or any defect in any vehicle, equipment or building provided by the Company or through the acts or commission or omission of any company, firm or person or any employee or servant of any such company, firm or person providing transport, accommodation, refreshment, insurance facilities or services in connection with the said holiday.
- (b) Similarly the Company shall not be liable for any damage, losses or additional expenses incurred or suffered by the passenger as a result of delays or change in route by road or by sea as a result of sickness, quarantine, weather, war, strike, lock outs, civil commotions or change of itinerary.
- (c) Similarly, if a delay affects other commitments, such as recommencement of work or other appointments, the Company and the Insurance Company will not indemnify the client and will not be held responsible for any loss.

Please accept that coaches can develop technical faults and require replacing as do certain on-board facilities, and remember if you do travel for business or pleasure, by land or sea or air, delays can occur for any reason whatsoever and should be anticipated. This does not effect your statutory rights.

Your commitment to us

1. Booking and Payments

- (a) The company requires the deposit payment of £80 per person stated thereon (including infants travelling free and children free/special price) and this amount is payable to the Company immediately. The acceptance by the Company of a deposit shall not imply acceptance of the reservation. Acceptance of a passenger's reservation as aforesaid shall be in writing and delivered to the passenger by pre-paid letter post at the address appearing on the invoice or to the passenger personally, errors and omissions excepted.
- (b) The company shall not be liable to the passenger for any loss or damages suffered whether direct or indirectly as the result of the Company's failure to accept a reservation or for errors and omissions.
- (c) On acceptance of the reservation by the Company the deposit shall be deemed to be in part payment of the tour departure date appearing on the invoice and is not refundable.
- (d) The balance of the said tour price shall be received by the Company not less than ten clear weeks before the tour departure date appearing on the invoice. In the event of non-payment of the said balance as aforesaid the reservation shall be deemed to have been cancelled by the passenger and the Company shall be at liberty to forfeit the deposit and any monies paid on account of the price.
- (e) Any money paid by you to a travel agent is held by the agent on behalf of Siesta International Holidays Limited.
- (f) It is the client's responsibility to check all invoices/tickets etc. for any human or mechanical errors in respect of the accommodation and travel in order to give the company the opportunity to rectify the same.

2. Cancellation by you

A cancellation can only be accepted in writing or by email. The cancellation will be effective from the date it is received at our offices. In the event of a cancellation either for one or all persons named on the booking form, we will levy our scale of cancellation charges, which is based on the estimated expenses and losses suffered by us as a result of cancellations.

The scale is as follows:

Period before scheduled departure date within which written notification is received	MORE THAN 70 DAYS	29 to 70 days	15 to 28 days	1 to 14 days	Dep. day or after
Amount of cancellation charge shown as a % of the total holiday	DEPOSIT ONLY	50%	70%	100%	100%

The minimum cancellation charge in any case is the amount of the deposit paid. Cancellation charges occurring within the scope of the insurance may be reclaimed direct from the insurance Company when cover has been affected.

3. Alteration by you

If, after your booking has been confirmed, you wish to change to another of our holidays within this brochure or alter your booking in any way e.g. by changing your departure date, accommodation or resort, we will do our utmost to make the changes, provided written notification is received at our offices.

4. Amendment Fees

We will charge amendment fees to change a name on a booking outside 14 days to departure, these will be added to the new invoice. The new lead person and you should they fail to pay will

be responsible for the payment of any balance due on the new invoice.

We charge an 'Amendment Fee' for each detail of your booking that we allow you to change, see guide to our amendment fees below. Please note that more major changes, including but not limited to, arriving later than planned changes which lower the basic price of your holiday will be treated as a cancellation and incur the appropriate charges in line with section 2.

Please bear in mind that certain transport/accommodation and providers treat changes as a cancellation and charged accordingly, up to 100% of the cost for that part of the arrangement. Where applicable these charges will be passed on to you.

When changing your holiday details, the price of your new travel arrangements will be based on the price that applies on the day you make the change. These prices may not be the same as when you first made your booking. Some accommodation is priced according to the number of people staying there. If your party size changes, we'll recalculate your booking cost based on the new number of people going. If fewer people share the accommodation, then the cost per person may go up. This extra cost is not a cancellation charge and is not normally covered by insurance.

Any alterations made to your booking after invoicing and prior to 10 weeks before departure will be subject to a minimum administration charge of £10 per person, per change (max. £40 per booking, per change). Departure date (1 change), duration (1 change), accommodation (1 change), resort area (1 change) etc. Any alterations made within 10 weeks of departure will be subject to normal cancellation charges as section 2. Names changes and adding extra people outside 10 weeks of departure for Self-Catering accommodation will incur £10 admin fee per person. Within 10 weeks will be £25 per person. For hotel accommodation, the above applies and also any charges subject to each individual hotel contract.

Your Accommodation is available for use only by those persons accepted by us and named on your holiday invoice.

5. Cancelling your coach seat

Cancelling your coach seat to an accommodation only booking outside 10 weeks before departure will incur an administration fee of £25.00 per seat. Inside 10 weeks, cancellation fees will apply (excluding FREE seat)  
Seat only bookings normal cancellation costs apply.

6. Channel crossing

The client accepts and agrees this could be by Eurotunnel OR Ferry at the Companies discretion

7. Something not to your liking?

- (1) Bring it to the attention of our representative at the time when he/she should try to rectify it
- (2) If nothing can be done about it then, complete a client report form signed by our representative at the resort or on the coach (which ever is relevant).
- (3) If you intend to complain, forward your complaint in writing to our Customer Relations Manager at our Middlesbrough office or email sales@siestaholidays.co.uk within 28 days of your return.

N.B. No verbal complaint will be handled in the UK. Please note: All these points 1, and 2 are conditional for any complaint to be considered.

Should your complaint not be resolved and you wish to pursue the complaint further the Bonded Coach Holiday Group have an Alternative Disputes Resolution Scheme and full details are available from BCH/ABTOT. Please contact them at:

ABTOT, 117 Houndsditch, London, EC3A 7BT.

8. ARRIVAL AT RESORT - Check-in from 4.00pm. Check-out from 9.00am. (These times could vary, please check on site)

**Deposit payments** - These are both **refundable** on departure, less any deductions:-  
**House Keeping Deposit** - (excluding BBQ) is **£50** per unit - payable by cash not cheque.  
**Contents Deposit** - **£200** per unit - payable by cash not cheque

**OR the following option:-**  
**Contents Accidental Damage Waiver** - costs £20 per unit, this avoids the need to pay **£200** per unit deposit in resort. We will add the **£20** premium (non-refundable) onto your final holiday balance unless requested otherwise, at time of booking.

In the event of any significant damage the first £50 must be paid in resort, any extra is covered up to a maximum of £500.

N.B. The above covers accidental damage to 'CONTENTS' only. Your actual holiday accommodation must be covered by your Personal Travel Insurance.

10. Client conduct - Disruptive behaviour - adhering to conditions of booking

The company reserves the right to **terminate the contract** with any client(s) whose unacceptable conduct disrupts or affects fellow holidaymakers or staff, or for **non adherence to our conditions of booking** including **SMOKING (including e-cigs) in coaches, mobile homes and Lodges, foul and abusive language and threatening or aggressive behaviour towards staff or guests enroute or abroad.** In the event of such contract being terminated their alternative transport or accommodation becomes their own responsibility and the Company could further **pursue for costs.**

**Site regulations require STRICT SILENCE from MIDNIGHT to 8.00am and respect and consideration for all.**

**IMPORTANT 11. LUGGAGE - Space and weight is STRICTLY LIMITED and controlled (carriage of goods)**

**CONTRACT OF CARRIAGE - The client contracts Siesta** to allow/limit each adult or child (not infant) to:

- **One suitcase (with label/coupon)** maximum size 28" x 18" x 10" (71cm x 45cm x 25cm) • **Maximum weight 20 kilos (44lbs)**
- **One piece of small hand baggage inside the coach - Maximum weight 5 kilos.**
- **Carriage Coupon (Luggage Label)** - One coupon only per coach seat.

**Infants folding buggies (not prams), Wheelchairs and Walking aids** are carried inside the boot. Due to weight/space restrictions, numbers are limited. You must declare at the time of booking and will be confirmed with your tickets. We reserve the right to refuse if not pre-booked.

**Glass bottles, Flasks & Cool-Boxes/Large Bags are NOT allowed inside the coach and MUST be put in the boot, as part of your luggage allowance.**

**SUITCASE SIZE!** (see above and sketch) must be strictly within our agreed Contract of Carriage. **OUTSIZE is OUTSIDE** our Contract and is the responsibility of the client!

Similarly **WEIGHT!** Officials are increasingly checking the **AXLE-WEIGHT** limits on coaches and therefore **NO cases above 20 kilos or hand-baggage above 5 kilos can be allowed** to jeopardize legal/official limits.

**Overweight cases/bags must then be refused or off-loaded to protect legalities.** Sorry, single size cases only (no doubling i.e. 2 persons sharing one extra large case). This is due to loading/boot access/handling and health and safety problems.

(Carriage Coupon)  
One suitcase with label

Width: 18" (45cm)  
Height: 28" (71cm) (Incl. wheels etc.)  
Depth: 10" (25cm) (Incl. pockets etc.)

Maximum weight: **44 lbs OR 20 kg** (See left)

**EXPANDABLE?**  
These dimensions are from maximum expansion.