

Our customer trading charter



Everything you need to know about your holiday...

1. Why should I read this?

This Trading Charter forms the basis of a legally binding contract between you (the person making the booking and everyone else named) and us (Coast & Country Hotels which is a trading name of Shearings Hotels Ltd, Miry Lane, Wigan, Lancashire WN3 4AG). If you take a few moments to study these details you will see that they set out in simple terms what responsibilities we each have under the contract. Reading it now may help to avoid problems later.

2. How do I make a contract with you?

You can make the contract in a number of ways through your travel agent, by writing to us, by making a booking through our website or by phoning us. The contract between us is made when your booking is entered on our computer and a booking reference number is produced. At that moment the contract between us begins. We will send you a confirmation usually within 24 hours; please check it carefully to ensure all the details are correct.

3. What if I have any special requests?

If you have any special requests for services which are not included in the price of your holiday, such as a low floor or special meals, you should tell us this when you book and check that the invoice issued to you confirms that your request has been made; if it does not, please contact us immediately. We will do our best to provide what you want but we cannot guarantee it. Some special requests may involve extra charges which may have to be paid for locally at your hotel.

4. Do I have to buy your insurance?

We strongly advise all our customers to take out travel insurance to cover medical and repatriation costs, personal injury, loss of baggage and cancellation charges. You do not need to take out our travel insurance but you should have insurance which is at least as good as or better than the insurance we offer. If you do not have adequate insurance and require our assistance whilst on holiday, we reserve the right to reclaim from you any medical expatriation or other expenses which we may incur on your behalf which would otherwise have been met by insurers. Shearings Hotels (trading as Coast & Country Hotels) has teamed up with travel insurance specialists, TPS (Insurance Admin Services) Ltd, to provide you with an excellent travel insurance policy designed specifically to suit your needs. When you choose our comprehensive policy, the insurance premium will be added to your holiday cost and then the statement of cover will be sent directly to you with your booking confirmation.

Our unique policy enables you to obtain full cover for pre-existing medical conditions without the need to call a medical screening helpline. 24 Hour Emergency Assistance - The insurance also offers a 24 hour English speaking emergency assistance line.

Money Back Guarantee - If, once you have read your policy, you decide that the insurance does not meet your needs you can return it to us within 14 days of issue or prior to your start date, and providing no claims have been made, we'll refund the premium in full.

Car Breakdown and Recovery Insurance - The insurance also meets the demands and needs of those who wish to ensure their car breakdown and recovery insurance requirements are covered.

Insurance Premiums - Per person and are inclusive of Insurance Premium Tax

2 Nights	3 Nights	4 Nights
£8.00	£11.50	£15.00
(Excl. Easter & New Year)	(Incl. Easter & New Year)	

For general enquiries and claims, please call TPS (Insurance Admin Services) Ltd. on **0845 218 7184**.

5. What do I have to pay and when?

When you make your booking you will be required to pay a deposit of £25 for every person named on the booking. Deposits are per person and your full balance is due 4 weeks before the start date of your holiday. If you book within the balance due date, you will be required to pay the total price of the holiday (including any insurance premiums) at the time you book. In other cases, you must pay the balance of the price of the holiday on or before the balance due date. If you do not, we will cancel your booking and you will have to pay the cancellation charges set out in section 9.

6. When I pay my money to my travel agent who does it belong to?

Until we have a contract with you, your travel agent holds your deposit on your behalf. After that he holds it for us. Any money you pay him for the balance of your holiday he holds for you until the due date on your invoice. After that date he holds it for us.

7. Can you change the price after the contract has been made?

Yes, but only in very limited circumstances. The price of your travel arrangements is subject to change for an increase or decrease on the following items: transportation costs including ferry operator fares; dues and taxes (including the rate of VAT). In these cases we will absorb an amount equivalent to 2% of the holiday price which excludes insurance premiums and any amendment charges. Only amounts in excess of this 2% will be surcharged or refunded, however, if a surcharge is payable there will be an administration charge of 50p together with an amount to cover agents' commission. If this means paying more than 10% of the holiday price you will be entitled to cancel your holiday with a full refund of all monies paid. Should you decide to cancel because of this you must exercise your right to do so within 14 days from the issue date printed on the invoice. We will not surcharge you within 30 days of your departure.

8. Can I change my holiday arrangements once I have made them?

If you want to make any changes to your booking such as changing the date or room type, we will do our best to help but we cannot guarantee to make the changes that you want. If we do manage to make the changes we reserve the right to charge a fee to cover our administration costs, plus any extra charges if you are buying a more expensive holiday. Any administration fees charged are non-refundable. However, some changes are so significant that we will treat them as cancellations and you must pay the cancellation charges set out in section 9. Significant changes include (i) transfer to a different hotel or start date within the balance due date, (ii) transfer to a late availability offer or other special offer hotel break. A transfer of a booking to someone else is not a significant change; if you wish to transfer your booking please see Section 10.

9. Can I cancel my holiday?

Yes, you may cancel your hotel break at any time, but if you do so you will have to pay us cancellation charges based on the scale below. These charges are to compensate us for the risk of not being able to re-sell your accommodation. When you cancel you must inform us or your travel agent in writing and your cancellation only takes effect from the date we or your travel agent receive your notice in writing, signed by the person who made the booking, together with any travel tickets or vouchers we may already have sent you. Please note that if only part of a booking is cancelled this may mean that the accommodation booked will be under occupied and may result in the remaining guests having to pay any applicable supplements, e.g. changing a twin room to a single. Cancellation charges are based on the following scale:

Period before holiday arrival within which written notice of cancellation is received	Amount you must pay
More than 29 days	Deposit
28 - 22 days	50% of total holiday cost or deposit if greater
21 - 8 days	70% of total holiday cost or deposit if greater
7 - 1 days	90% of total holiday cost or deposit if greater
Departure day or later	Total cost of holiday

If administration fees have been added to the booking, these remain due in addition to the minimum cancellation fee.

Please note that your insurance policy may cover you against the cost of cancellation or you may be able to transfer your booking to another person in some circumstances.

10. Can I transfer my booking to someone else?

If it is impossible for you to go on holiday then, in some circumstances, you may transfer your booking to someone else (a transferee) if you give us reasonable notice. The transferee must be someone who satisfies all the conditions for the holiday. We will make an administration charge of £20 per person for every transfer we make. We will also charge you for any extra costs caused by the transfer. Both you and the transferee remain responsible for paying for the holiday. If you do transfer your booking to someone else, that person must take out separate insurance in accordance with section 4.

11. What if I misbehave?

If you are persistently disruptive or seriously affect the enjoyment of other hotel guests, we have the right to terminate the contract. In such circumstances we will have no further obligations or liability to you. The management is entitled to ask you to leave, if in their opinion, you are unacceptably under the influence of drink or drugs. We will regard this as a cancellation of the contract by you and cancellation charges will be levied according to the scale in section 9.

12. What if things go wrong?

We promise that if you do not get the holiday you booked or it is not of a reasonable standard and you suffer as a result then, if it is our fault, or the fault of our suppliers or their employees or agents acting within the course of their employment, we will pay you compensation according to the following rules set out in this section, but not otherwise. In some circumstances we will also offer you alternative arrangements if we have to change or cancel your holiday or things go wrong while you are away.

(a) Personal injury

Some of the services we provide for you are covered by international conventions such as the Athens Convention on Carriage by Sea. Whenever there is such a convention in force we limit our liability to you for death, personal injury or illness as if we were covered by the convention. Copies of these are available on request at www.admiraltylawguide.com.

(b) Changes before departure

If we have to make a significant change to your holiday after you have booked, you will have the option of withdrawing from the holiday without penalty or you may accept the changes with a variation in the price to take account of the changes. A significant change is one that involves changing your start date or changing the location of your booking to an alternative hotel. Compensation for such changes are detailed in (c) below.

(c) Cancellation and withdrawal

If you withdraw from the holiday because of a significant change made by us or if we have to cancel the holiday for any reason (except where it is your fault) you will be offered the choice of:

1. a replacement hotel break of equivalent or superior quality where available; or
 2. a replacement hotel break of lower quality where available and a refund of the price difference; or
 3. a full refund.
- Once we have notified you of the changes and the options available, you must notify us as soon as possible of your decision.

Period before departure in which a significant change is notified to you or your travel agent.	Holiday Duration	
	2 to 4 days	5 days or longer
More than 56 days	Nil	Nil
29 - 56 days	Nil	£10
15 - 28 days	Nil	£15
8 - 14 days	£15	£20
0 - 7 days	£20	£25

Important - compensation payments do not apply to changes caused by reasons of war; riots; civil strife; terrorist activity; industrial disputes; natural or nuclear disasters; fire; epidemic or health risk; technical problems to transport; port closures; adverse weather conditions and similar events beyond our control.

(d) Changes after arrival

If after arrival a significant proportion of your holiday cannot be provided we will make suitable alternative arrangements for you to continue the holiday at no extra cost to you.

13. How do I complain?

If you have any complaint at all about the holiday you should tell our Hotel Manager immediately so that they can have the opportunity of putting things right. If the problem is not resolved to your satisfaction you should write within 28 days to: Customer Care - UK, Coast & Country Hotels, Miry Lane, Wigan, Lancashire WN3 4AG. In your letter you should quote your booking reference number, holiday code and arrival date.

14. Data Protection Act

We would like to keep you informed about the promotional events, products and services we offer by mail, email or telephone. We may also sometimes share customer information with other carefully selected third parties or our associated companies who may contact you by mail, email or telephone to offer you their products and services direct. Please notify us in writing if you do not wish to receive information about products and services of either a) Coast & Country Hotels or b) third parties and associated companies. Write to: Data Manager, Coast & Country Hotels, Miry Lane, Wigan, Lancashire, WN3 4AG (stating 'a', 'b' or both).

15. When can I check into my hotel?

You may check into your hotel after 3.00pm on your selected arrival date. On the morning of departure, you are requested to vacate your room by 10.00am.

16. What about car parking at my hotel?

Although details of car parking facilities are available at the time of booking, unfortunately we cannot guarantee that car parking facilities will always meet the demands of all our guests. Further to this Coast & Country Hotels cannot be deemed liable for any charges that may be incurred for parking or for loss or damage to motor vehicles and/or their contents whilst parked at your hotel.

17. What type of accommodation can I expect?

Every effort will be made to provide precisely the kind of room you have booked but this cannot be guaranteed. Please note: Pets are generally not permitted within any of our hotels unless specifically listed within the hotel features.

(a) Room type

When booking a double room you should clearly request either double or twin beds, otherwise we shall assume that either is acceptable. Three and four bedded rooms are normally twins or doubles with extra beds and space will inevitably be limited.

(b) Additional features

Our liability for the provision of additional facilities for which a supplement has been paid is limited to the published price of that supplement. Rooms with private facilities will include either bath and WC or shower and WC. Where you specify a preference for either a bath and WC or a shower and WC we will make every effort to accommodate your request, but this cannot be guaranteed.

18. All inclusive

For hotels in Scotland, as required in terms of the Licensing (Scotland) Act 2005, the supply of alcoholic drinks in our all inclusive packages is not unlimited. Subject to our discretion in the case of drunkenness, patrons on Scottish all inclusive packages shall be permitted a maximum of £15 worth of alcoholic drinks per day as part of the package.