

# Booking conditions

A full copy of our booking conditions can be found at <https://www.brightwaterholidays.com/booking-conditions/>

## YOUR HOLIDAY CONTRACT

When you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these booking conditions. A contract will exist as soon as we issue our confirmation and invoice. Once you have received your confirmation and invoice, it is your responsibility to check that the information and booking details, including the spelling of all passenger names, as stated on your invoice are correct and match the passport details. If any of the details on the confirmation invoice are incorrect, you must notify us immediately. We will pass on any additional charges incurred as a result of these details not being correct. We reserve the right to refuse to accept and /or proceed with any booking at any time at our sole discretion.

**YOU MUST PAY THE BALANCE IN FULL FOURTEEN WEEKS PRIOR TO DEPARTURE (TWENTY WEEKS FOR CRUISES) UNLESS OTHERWISE STIPULATED.** Should payment not be received within the time specified we may treat your holidays as cancelled by you in which case cancellation charges will apply.

**VISA/MASTERCARD/BARCLAYCARD/SWITCH/DELTA/MAESTRO/VISA DEBIT** are accepted for deposits with no surcharge. Balances may be paid by debit card, credit card, cheque or bank transfer from UK accounts without surcharges (please note if you are paying from an overseas bank account you have to accept all bank charges). A surcharge of 2.5% will be applied for card payments made with cards registered in countries outside the EEA and USA.

## INSURANCE & EMERGENCY CONTACT

It is a condition of booking that you have adequate insurance protection for all overseas holidays and we strongly recommend insurance cover for all other holidays and that you do not travel against medical advice. You should organise your insurance when you book, to ensure you have cover against possible cancellation charges, medical treatment and repatriation. Should you have your travel insurance in place we will need to know the details of your policy four weeks before departure at the latest. It is a requirement of booking that you provide us with an emergency contact number while you are on holiday stating your relationship (e.g. family member, neighbour, workplace). This is purely for your benefit in the unlikely event of you becoming ill or incapacitated on tour.

Brightwater Holiday will no longer be selling Travel Insurance.

## PASSPORTS & VISAS

A full passport is essential for travel to all destinations outside of the UK. It is the responsibility of travellers with non-EU passports to obtain the necessary visas, documentation etc. for all overseas holidays. Any visa requirements, inoculations and health certificates are your responsibility and should be checked well in advance of your travel.

## Entry & Exit system for visiting the EU (EES)

All non-EU nationals travelling to a European country will be subject to checks at the border. The EES system replaces passport stamping and automates border control procedures collecting and recording the data in your passport, your date and place of entry and exit from a European country and also your facial image and fingerprints. In most cases these checks will be carried out upon arrival in the EU when arriving by air, however, due to the dual French and UK border arrangements in Dover, these checks will take place in Dover for coach passengers, prior to boarding the ship for the cross-channel sailing or at London St Pancras International and Paris Gare du Nord self-service pre-registration kiosk before going through the ticket gates if travelling via Eurostar.

## European Travel Information Authorisation System (ETIAS)

During the first half of 2025 the rules of travel to Europe will change and there will be an entry requirement for visa-exempt nationals. Travellers will be required to make an online application for and obtain an ETIAS travel authorisation to enter most EU countries, a fee of €7 will be charged. Once confirmed this is linked to your passport and will be valid for 3 years or until your passport expires if that is sooner. If you get a new passport, you will need a new ETIAS travel authorisation. You must carry the email confirming your successful ETIAS submission and unique ETIAS application number along with your passport when travelling as both documents will be checked at the border. ETIAS is not required for Crown Dependencies – Isle of Man and the Channel Islands, or the common travel areas of Northern and Southern Ireland. Further details can be found at [travel-europe.europa.eu](https://travel-europe.europa.eu) and we will update this page as exact dates and further details are released.

## COMPLAINTS

In the unlikely event that you have a complaint please inform your tour guide or our office immediately so that action can be taken on the spot. If the matter cannot be resolved complaints should be submitted in writing to us within 28 days of your return from holiday. We cannot accept liability for claims reaching our office more than 28 days after the conclusion of the holiday concerned.

## IF YOU CHANGE YOUR HOLIDAY

If, after we have accepted your booking, you wish to change details of that booking, we will make every effort to satisfy your requirements, although this cannot be guaranteed. When a request has been met, an amendment fee of £75 per person will be charged in addition to any additional booking costs as a result of the change and a revised invoice will then be issued.

## IF WE CHANGE YOUR HOLIDAY

It is unlikely that we have to make any changes to your holiday, but we do plan the arrangements many months in advance. Sometimes we do need to make changes which we reserve the right to do at any time. Most changes are minor, but where they are significant you will be informed as soon as is reasonably possible. Please note pick-up points are subject to minimum numbers and will be confirmed when we send out joining instructions.

## DATA PROTECTION

Any personal data that you provide will be held securely and for the purpose you have provided it, in accordance with both the Data Protection Act 2018 and the

General Data Protection Regulation 2016/679. We may need to disclose personal data to a third party including countries outside the European Economic Area (EEA) for the purpose of providing your holiday. In addition, your data may be disclosed to regulatory bodies or public authorities such as customs or immigration for the purposes of monitoring and/or enforcing compliance with any regulatory rules/codes; and it may be used for marketing, offering renewals, research and statistical purposes and crime prevention. For full details of how we may use your personal information and your rights in relation to your personal information, please see our Privacy Policy: [www.brightwaterholidays.com/cookies-privacy-policy](https://www.brightwaterholidays.com/cookies-privacy-policy) By booking online, or over the phone, you are stating that you have read and agreed to our Privacy Policy, a copy of which can be found here: [www.brightwaterholidays.com/cookies-privacy-policy](https://www.brightwaterholidays.com/cookies-privacy-policy) A copy can also be requested and supplied via email during the booking process.

## IF WE CANCEL YOUR HOLIDAY

We reserve the right in any circumstance to cancel your holiday. We will not cancel your confirmed booking after the final 'balance due' payment date, except for unavoidable and extraordinary circumstance. In the unlikely event of this being necessary, you will have the choice of taking an alternative available holiday (and paying or receiving a refund/credit in respect of any price difference) or accepting a full refund of all monies paid. A minimum of 20 passengers is required to operate a tour with a Brightwater Holidays representative.

## IF YOU CANCEL YOUR HOLIDAY

In the event of a member of your party wishing to cancel their holiday we must be advised in writing by the person who made the booking. In order to compensate our expenditure we charge a cancellation fee according to the following scale:

Days' notice prior to Departure Date price	Cancellation charge % of holiday
More than 98 days	Deposit only*
97-84	15% *
83-64	35% *
63-46	55% *
45-31	75% *
30-0	100%

If you are on **Lord of the Glens** cruise, cancellation terms are:

From date of booking until 128 days before sailing: loss of deposit.\* Within 127 days of sailing - 100% of the tour cost

## \*plus any invoiced flight or hotel costs

The cancellation charges will apply from the day we receive written confirmation. You may make a claim on your Holiday Insurance if the reason for the cancellation falls within the terms of the insurance policy.

## OUR RESPONSIBILITY TO YOU

Brightwater Holidays will accept responsibility for the proven negligent acts and omissions of: employees or agents and suppliers, sub-contractors, servants and/or agents of the same whilst acting within the scope of or in the course of their employment in respect of claims arising as a result of death, bodily injury or illness caused to the signatory to the contract and/or any other named persons on the booking form. Brightwater Holidays do not accept responsibility or liability to any person for loss of baggage, money or other property whatsoever. Brightwater Holidays do not accept liability for any loss or additional expenses caused by delay or interruption to travel services through weather conditions (such as fog), civil disturbance, strikes, wars, floods, sickness or any circumstances amounting to Force Majeure. While there are no age limits or health requirements on our holidays, please note that for certain destinations, for example the smaller Scottish islands or some botanical tours, a degree of mobility is required to get the most out of the holiday, for example getting in and out of boats, ascending steps and standing for a degree of time.

## FINANCIAL PROTECTION

Flight inclusive tours: we hold an Air Travel Organiser's Licence issued by the CAA (ATOL No. 4498) which provides for your protection in the event of Brightwater's insolvency. The price of your air holiday packages includes the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices. 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. Not all holidays or travel services offered and sold by us will be protected by the ATOL scheme as explained below. Tours without flights arranged by us: The Association of Bonded Travel Organisers Trust Limited (ABTOT) provides financial protection under The Package Travel, and Linked Travel Arrangements Regulations 2018 for Brightwater Holidays Ltd, and in the event of their insolvency, protection is provided for the following: 1. non-flight packages and 2. Flight inclusive packages that commence outside of the EU, which are sold to customers outside of the EU. ABTOT cover provides for a refund in the event you have not yet travelled or repatriation if you are abroad. Please note that bookings made outside the EU are only protected by ABTOT when purchased directly with Brightwater Holidays Ltd. In the unlikely event that you require assistance whilst abroad due to our financial failure, please call our 24/7 helpline on 01702 811 397 and advise you are a customer of an ABTOT protected travel company. You can access the The Package Travel and Linked Travel Arrangements Regulations 2018 here: <https://www.legislation.gov.uk/ukdsi/2018/9780111168479/contents>

Brightwater Holidays Ltd – ATOL 4498 / ABTOT 5001

We are Brightwater Holidays Ltd, registered limited company no. SC137295. Registered offices: Eden Park House, Cupar, Fife KY15 4HS.

BRIGHTWATER HOLIDAYS OPERATE A NO SMOKING POLICY ON ALL COACHES.

