

# DRAMART PRODUCTIONS LTD BOOKING CONDITIONS 2008

## 1. MAKING A BOOKING

- a) All bookings are made with Dramart Productions Ltd.
- b) The terms and conditions of your booking are subject to English law and jurisdiction.
- c) To enter into a contract with us you must return the booking forms duly completed. The contract will be created when we send you a written confirmation of the booking.
- d) The signatory on the booking form warrants that he/she has the express authority of each party member or their respective parent or guardian in contract with the Company on the terms set out in our brochure.
- e) It is important that you check the detailed confirmation carefully and are satisfied that it accurately confirms the booking you intended. We accept the responsibility only to provide you and your party with the tour we confirm to you in writing in this way. If you should wish to cancel or alter the booking, cancellation or amendment charges may apply and these are dealt with more fully below.

## 2. PAYMENT SCHEDULE

We comply with the requirements of the Package Travel, Package Holiday and Package Tour Regulations of 1992.

Under our payment system, you should collect your appropriate deposits and forward these to Dramart Productions with your booking confirmation.

UK TOURS - £99 deposit payments per paying passenger should be forwarded to our office along with your confirmation of booking form. When we book theatre tickets for your group we may supply you with the necessary payment forms and you will forward the payment in full for the theatre tickets direct to the ticketing agency/theatre box office.

OVERSEAS TOURS - once you have notified us of your intention to proceed with your booking you should collect your £99 per paying passenger deposits (£150 for South Africa). These should be forwarded to our office along with your confirmation of booking. At this point your insurance policy with Fogg Travel will come into force.

ALL TOURS - we will provide you with a final invoice ten weeks prior to your departure date. This invoice will show the deductions for any payments you have already made directly on your behalf. The final balance payment should ideally be paid at this point and must be received at our office on or before the day of your departure. Failure to pay the full amount owing prior to departure may result in the cancellation of your trip. This payment must be sent either by Recorded Delivery or in the company envelope provided.

## 3. FLIGHTS

In relation to the provision of flights Dramart Productions books all flights through the ABTA, ATOL and IATA registered company TRAILFINDERS. The contract for the provision of flights is with TRAILFINDERS. For accommodation, tuition and other ground arrangements your contract is with Dramart Productions.

## 4. CANCELLATION BY CLIENT

All cancellations must be received by the company by letter or fax. Cancellations by telephone cannot be accepted. Cancellation charges payable by the party leader on behalf of the group are as follows: more than 42 days prior to departure - deposit (see No.2 above).  
22-42 days prior to departure - 50% total  
21-4 days prior to departure - 70% total  
less than 3 days prior to departure - 100%

Party members who cancel can be substituted by new party members on the proviso that any payments made are transferable and that the company is notified in writing.

## 5. CANCELLATION BY DRAMART PRODUCTIONS

The company reserve the right to cancel your tour. In this unlikely event we will give you the option of accepting an alternative tour of a comparable standing or receiving a full refund of all monies paid to us on behalf of your party. In no case except for reasons of war, natural disasters, fire, civil disturbances, riots, terrorist actions, closure of port, industrial dispute, force majeure or similar events beyond our control will cancellation take place within 10 weeks of departure date. No compensation is payable for any alterations brought about by force majeure events. If we have to make a material alteration (major change, ie. Resort change) to your holiday after the date when the final balance is due, we will pay compensation on the following scale:  
10-5 weeks prior to departure:  
£5 per paying passenger  
5-2 weeks prior to departure  
£10 per paying passenger  
Less than 2 weeks prior to departure  
£20 per paying passenger

## 5A. AIRLINES

Further to the events of September 11<sup>th</sup> 2001 and the consequential uncertainties within the airline industry, Dramart Productions will not be held liable for the insolvency or liquidation of any airline and as such, any groups whose trips have to be cancelled as a result of the above will only be offered an alternative date of travel. No refunds will be paid by Dramart Productions as a result of the above events taking place.

## 6. LIABILITY

- a) We accept responsibility for ensuring the holiday which you book with us is supplied as described in this brochure and the services offered reach a reasonable standard. If any part is not provided as promised, we will pay you appropriate compensation if this has affected the enjoyment of your holiday. 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 two times the invoiced holiday cost. 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 in the course of 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 and rail and the provision of accommodation our liability in all cases will be limited in the manner provided by the relevant international convention.
- b) Any wilful damage to property being used by the company is the sole responsibility of that person/group and the company will not be responsible for any costs incurred due to such action or measures taken by the various authorities or principals. Damage will be charged to the group and/or the individual and must be paid for in the resort prior to departure.
- c) We cannot accept claims when an inferior vehicle is used as a relief or replacement in an emergency.
- d) The company reserves the right to withdraw any person at any time if their conduct is deemed unsatisfactory. This will be without any liability whatsoever on the company's behalf for homeward travel arrangements or refund of holiday costs. The decision of Head Office will be final.

## 7. COURSE CHANGE

If you wish to make a change, or alter details to a confirmed booking, we will do our utmost to satisfy your requirements. The company must be notified in writing before changes can be implemented. There

will be no charge made for administration in this case, with the exception of those levied by one of our suppliers or agents. If we have to make a minor change, we will notify the party leader as soon as possible. In the case of a major change, such as change of resort or change of departure or return by more than 12 hours, please refer to section 5 of these conditions.

## 8. SURCHARGES

The price of your holiday is subject to surcharges on the following items:

- a) Unfavorable changes in currency rate
- b) Government action
- c) Fuel surcharges

The company guarantees that the price of your holiday will not be subject to any surcharge except for those stated above. Even then, we will absorb an amount equal to 2% of the holiday price, which excludes insurance premiums and any amendment charges. Only amounts in excess of this 2% will be surcharged and where a surcharge is payable there will be no administration charge. 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 money paid except for any insurance premiums and amendment charges. 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.

## 9. SPECIAL REQUIREMENTS

Great care is taken in the compilation of your tour brochure. However, facilities at locations may vary according to weather conditions, seasonal and other operational criteria outside the control of Dramart Productions. If there is any facility or item which is fundamental to your tour, party leaders must advise us, in writing, so that we can ensure the appropriate arrangements are made.

## 10. COMPLAINTS

If you have a complaint during your holiday, please notify the company by letter within 28 days of your return. The company will not accept any claims outside this period. It is the policy of this company to settle amicably the few complaints which are received.

## 11. GROUP SUPERVISION AND GROUP LEADER RESPONSIBILITY

In signing the booking form and/or remitting deposits, the party leader warrants to the company that he/she has the authority of each party member (for children under 18 years old, the authority of the parent or legal guardian) to contract with the company on their behalf, and that all the party members are aware of these conditions as set out in the brochure and have agreed to abide by them. The party leader also accepts the responsibility for the good conduct of all party members and warrants that there will be at least one responsible adult on duty at all times. The following conditions are also enforced:  
a) No party member under 18 years of age may consume alcohol except where written permission from a parent or guardian is produced.  
b) No party member consumes alcohol to excess.  
c) No party member smokes in hotel accommodation or in any other way causes a fire hazard.  
d) All local laws, customs and regulations are adhered to.  
e) All party members abide by the house rules for each individual hotel or accommodating agent.

## ADDITIONAL INFORMATION

### PAYMENTS

It is important that you forward the first payments in the envelope provided or by Recorded Delivery, directly to our office in order that your insurance policy comes into force and to confirm your booking as soon as possible. This will enable us to confirm ticket and accommodation requirements for your group. You can at any time afterwards increase the group size by notifying our office directly. Our payment schedule must be strictly adhered to, particularly in respect of the final balance payment.

### GROUP SIZE

There is no maximum group size and you may increase your numbers at any time, as long as we have the necessary accommodation and transport facilities. Please check with the office prior to increasing the number of passengers. The most popular time to travel is during school holidays. We strongly suggest that if you have a group of less than 35 paying group members, you choose one of these dates when we are more likely to find a compatible group for you to travel with. We will accept any size of group, provided we are able to match you with another group going to the resort at the same time. Should this not be possible, we may suggest a change of resort or departure date. We will not charge any fee for a small group who manage to combine, provided the total group size comprises at least 35 paying passengers. However, we reserve the right to re-cost and re-price any tour if the number of people travelling is smaller than the number originally quoted for. NB, due to the cost of professional actor and technical services, the minimum group size for tours with professional tutors is 20 full paying group members.

### OVERSEAS COACH TRANSPORT

If your group is travelling abroad you will be provided with a luxury executive coach. These modern vehicles have a w.c/washroom, reclining seats, a stereo music system, hot drinks machine, and some may have a video / dvd player. The coach will be at the disposal of the group throughout the tour, subject to regulations governing drivers' hours.

### U.K. COACH TRANSPORT

If your group is travelling to one of our UK destinations, you may require a coach to transport you. If this is not already included in the price of the tour and you would like us to arrange a coach for your group, we are happy to quote. Please inform us when making your booking. All coaches used for UK tours are standard unless otherwise requested.

### SPECIAL REQUIREMENTS

If you or any member of your party have any "special requirements" such as diet, allergies, etc. please supply us with this information at the time of sending in your final payment to enable us to help you and your group.

### PACKED LUNCHES

Packed lunches are basic and are intended to be a snack and not a main meal. They are provided in most cases without a drink and we advise parents to budget for their own children's appetites. A packed lunch usually consists of two sandwiches and a piece of fruit or chocolate bar/biscuit.

### PASSPORT AND VISAS

Information surrounding passport and visa requirements for British citizens will be supplied to the party leader upon request. It is up to the leader to ensure that his/her party complies with such information before departure. We strongly recommend that all passengers travel on an individual Full British Passport.

### ROOM FACILITIES

Changes to advertised room facilities may be made at the discretion of the hotel. If such changes become known to the company then we will inform you as soon as possible. Rooms advertised as 3, 4, or multi-bedded are sometimes twin-bedded rooms with extra beds (sometimes of the folding type) which will obviously limit the space within the room. Beds are not always interior sprung divans.

### SINGLE ROOMS

Single rooms are sometimes available on request on payment of a supplement. Please ask for further details.

### MEALS (OVERSEAS)

We do advise our overseas hotels to cater for the British palate, but if you are visiting a foreign county please make allowances for continental food. Waiter service is common on the continent, but in

some cases our hotels have changed this arrangement to self service. In some instances meal arrangements may be in neighboring restaurants/hotels. Meals en route are not included in the price of your tour.

### VAT

All prices are exempt from VAT under the Tour Operators Margin Scheme. This element would be non-reclaimable by the client and you are therefore not supplied with a VAT invoice and not charged for VAT by DRAMART PRODUCTIONS.

### HEALTH REGULATIONS AND REQUIREMENTS

It is very important that all passengers check with their doctor as to which (if any) inoculations the Department of Health considers necessary for your destination. If you are not sure you should contact the Department Of Health and request leaflet T4, "A Traveller's Guide To Health". If you have a medical disability it is imperative that you obtain a doctor's note permitting you to participate in your chosen tour. This note is obligatory to validate your insurance. If you are unsure of any health regulations or requirements please contact our Head Office for further information. All passengers should ensure that they travel with a valid EHIC card, available from your local post office or online at [www.ehic.org.uk](http://www.ehic.org.uk)

### THEATRE TICKETS AND ENTRANCE FEES

Due to the demand for theatre tickets in Stratford and London you will be invoiced immediately for the performance(s) you have booked. This invoice must be paid by return otherwise we cannot guarantee your tickets as theatres only hold provisionally booked tickets for a limited period. Party leaders should allow for entrance fees for all programmes, into museums, galleries, charges for boat trips, professional local guides, etc. when these are not included in the price of the tour. We will inform you of the likely costs of these charges on request at the time of confirmation of your booking.

### FIRST AID AND SAFETY

Each hotel has a comprehensive first aid kit and within each village or town a doctor with moderate facilities is on 24 hour call. If you are travelling by coach and/or ferry the coach driver will inform the group of the necessary safety facilities and regulations.

### INSURANCE (OVERSEAS TOURS ONLY)

Our insurance policy has been arranged with Fogg Travel, one of the most experienced and reputable firms in the industry, and is recommended as providing cover for most needs, but as with any insurance policy, it is essential that you check that the cover provided is sufficient for the individual needs of your tour. Full insurance details will be sent with your confirmation of booking although a brief summary is included below.

#### Summary of limits per person

Personal Accident	£5,000
Medical Expenses (Outside UK)	£2,000,000
Loss of deposit, cancellation or curtailment	Up to final invoice price
Personal Baggage	*£1,500
Personal Money	#£250
Delay Compensation	£100
Personal Liability	£2,000,000
Limited to *£100/#£100 if under the age of 18	

**Insurers:** Union Reiseversicherung AG

**Pre-existing medical conditions - If you or anyone on whom the travel plans depend for any pre-existing medical conditions, to obtain cover you must ring Fogg Travel's Helpline No. so they can advise on what cover can be provided. 0845 1300 198**Enquiries and claims to:

Fogg Travel Insurance Services Ltd Crow Hill Drive, Mansfield, Notts. NG19 7AE Tel: 01623 631331

#### 24 Hour Emergency Medical Service

If you need help please telephone International Medical Rescue 0208 669 9292 quoting scheme name: DRAMART PRODUCTIONS