

Important information

Please read this section carefully as we feel that the information listed below should be clearly understood and considered before you book a trip. This section acts as a supplement to the Booking Conditions and is referred to accordingly.

DEPOSIT SCHEDULE

We have set out a schedule for payment of monies that we feel is fair and essential to the smooth running of your tour. The timescales for payment of deposits are set out below

1st deposits on booking £50 Coach

2nd deposits 8 weeks later £50 Coach & Air*

Final balance 10 weeks prior to departure

If you are booking a holiday which is to include air travel, you will be informed of the price of the first deposit at the time of quotation.

Failure to adhere to these dates could result in a charge of **£3 per person** or in certain cases cancellation of the tour. Please refer to section 2 "payment" in the adjoining booking conditions

COMPLETION OF FORMS

We require information about your group at various key stages prior to the departure of your trip. Please note the importance of sending us back the information on time. We recognise that Party leaders are busy, however failure to send back forms on time not only jeopardise the smooth running of your tour, but could result in an administration charge of **£3 per person**. Should you know in advance of a deadline that you will be unable to meet it, please telephone or email us (admin@club-europe.co.uk) to let us know and we will do everything to accommodate your request. All forms are available by email if you prefer.

SIZE OF GROUPS

All the tours featured in this brochure are based on 40 full paying passengers on a single decker coach. Please note that should your numbers fall below this figure at any time throughout your booking your tour will be recosted on the new figures. NB all deposits are non-refundable. Should you be aware that you are not likely to meet the above figures then please confirm this in writing.

AGES OF STUDENTS & EXTRA ADULTS

Our prices are valid and applicable for students up to 18 years of age in full time education at the time of departure. Adults in addition to the "free places" can normally be accepted at a supplement quoted by our office.

CANCELLATIONS

Please refer to section 7 of the Booking conditions for full details of your rights and our charges.

FREE INSPECTION VISITS

We recognise the importance of pre-departure inspection visits. They are encouraged by the New DFES guidelines and Club Europe will offer the Party leader and a colleague 2 nights bed & breakfast accommodation in a twin room at or near your chosen centre. In addition Club Europe will also arrange reduced price ferry crossings. This offer applies once deposits have been received for a tour of 4 days or more with 40 full paying passengers. Accommodation and crossings are offered subject to availability. Please note that we require at least 2 months notice to arrange an inspection trip and any costs must be paid in full prior to departure.

ACCOMMODATION

Club Europe has built up long standing relationships with many of our suppliers in Europe to ensure that our groups receive the best treatment and service. As a part of our ongoing commitment to safety Club Europe has a rigorous safety audit that each centre must undergo prior to use. A summary of our Safety Management System will be sent to each client on confirmation of booking. Our descriptions of each centre and its facilities are written as accurately and honestly as possible to try to ensure that you get what you pay for.

Adults will normally be accommodated in twin rooms and this will be confirmed on receipt of final details.

Single rooms, which are always very limited, are only provided free of charge if they are absolutely necessary because of the male/female composition of staff (limited to 1 single room per group). If a single room is requested, but not necessary by this definition, then it will be provided subject to availability and a supplement will be added to your invoice.

Group leaders with families who wish for a family room will be accommodated wherever possible and must alert us to this requirement with their final group information. Rooms cannot be guaranteed and a supplement may be payable. Soap and towels are not provided unless specifically mentioned. Please ensure that your group is aware of this.

DAMAGE DEPOSIT

Some centres/hotels require a deposit which is payable on arrival. You will be notified of this at the time of booking and it will also be noted on your Final Itinerary.

MEALS

The meal arrangements are as follows: - Coach Tours: Full board arrangements- begins with the evening meal on day of arrival in resort and finishes with the lunch or packed lunch on the last day in resort. Lunches are packed lunch unless otherwise advised.

Half board arrangements- begins with evening meal on the day of arrival in resort and finishes with breakfast on the day of departure.

Bed and breakfast: arrangements - begin with breakfast on the morning after arrival in resort and finish with break fast on the last day in resort.

Air tours: meal arrangements are dictated by flight times and will be confirmed on receipt of 1st deposits when flights times are confirmed.

NB; Drinks are not usually provided with meals other than breakfast. All other meals, including meals en route, are at the expense of the group.

RESTAURANT BOOKINGS

We do not arrange restaurant bookings other than those contained in your itinerary. In the event that an additional restaurant booking is agreed by us, please note that this will not form part of your package holiday with us and we cannot accept any responsibility for the suitability or standard of the restaurant chosen. Furthermore we cannot accept liability for any failures in the service upon arrival at the restaurant.

SPECIAL DIETS

Dietary requirements of the group must be sent to us in writing with the final information. This information will be forwarded to your accommodation but we cannot guarantee provision. Leaders should be aware that vegetarianism is less common in Europe and not necessarily well catered for and sometimes

incurs an extra charge (this will be advised prior to departure).

SUPERVISION/BEHAVIOUR

On signing the Booking Form the Party leader, together with the accompanying leaders, accepts full responsibility for the good behaviour and discipline of the group for the duration of the tour. Please refer to section 15 of the Booking Conditions.

CHANNEL CROSSING

Our standard crossing is Dover/Calais and it is necessary to arrive at least one hour before sailing time. If the journey to port is delayed for any reason, you will be scheduled on the next available ferry. Where practical or cost effective alternatives exist we mention them in the tour description. We use all major Ferry operators, so we have maximum flexibility when planning our sailings. Eurotunnel crossing is available, at a small supplement depending on time of the year. To reduce driving time, groups from Scotland and Northern England may wish to consider overnight Hull/ Zeebrugge or Rotterdam service. For groups travelling to Northern Europe Harwich/ Hook of Holland is available or alternatively from Newcastle to Scandinavia.

FLIGHTS

Please note that Airlines reserve the right to change routings and timings, even after your booking is confirmed. Groups travelling with instruments will be asked to supply a comprehensive list with dimensions and weight and excess baggage charges may be levied by the airline. Refer to Sections 22 and 23 in the Booking Conditions.

COACHES

Full specification 48/49 seater coaches are provided for all concert tours. Larger coaches including double decker coaches, unless specifically contracted, are not generally used, as they tend to be older, less reliable and have less efficient air conditioning.

TRAILERS

We endeavour to contract coaches with trailers for groups taking instruments that will not fit into the luggage space of a coach. Trailers are subject to availability and cannot be guaranteed. Please note that use of a trailer will incur a supplemental charge. If the number of instruments increase or are deemed to require a trailer for storage, we reserve the right to schedule a trailer and charge the advised supplement.

EXCURSIONS

For certain destinations the regulations on drivers' hours may preclude your use of the coach for sightseeing etc on the day of arrival and the day of departure.

Whilst the coach is available for your concert transfers and excursion programme, distances and time are limiting factors. We discuss and plan your itinerary with you prior to departure to ensure that the right balance in regard to driving hours is achieved. Certain places of interest, museums etc offer free entry to school groups on presentation of a passenger list on school letterhead and advice will be given in this regard prior to departure.

CONCERTS

Club Europe will undertake to arrange all concerts unless otherwise requested. Outdoor concerts are occasionally cancelled or postponed due to adverse weather conditions. Whilst we try our utmost to offer an alternative venue, this cannot always be guaranteed. Please note that the costs incurred by Club Europe of arranging concerts do not include venue hire, or Performing Rights charges. These charges, should they be made by the venue, are to be paid by you and

we will advise you of these as soon as we are aware of them.

CLUB EUROPE TOUR MANAGERS

All Club Europe Concert tours include the services of a Tour Manager. Their function is to assist with the organisation of your tour and your concert arrangements. The Tour Manager may travel with you or meet you in resort. They are not employed as guides and a full description of their function and duties will be given on confirmation of booking.

PARKING CHARGES

A number of European cities, especially in Italy, have introduced a charge for coaches, which involves parking in an "out of city" park and transfer into the city centre by public transport. This cost is included in the price of your tour, for your convenience.

PRIVACY STATEMENT

(For the purposes of the Data Protection Act 1998 and the ABTA Code of Conduct 2000).

For the purposes of the Data Protection Act 1998, we Club Europe Holidays are a data controller. In order to process your booking, we need to collect certain personal details from you. These details will include, where applicable, the names and contact details of party members, credit/ debit card or other payment details and special requirements such as those relating to any disability or medical condition which may affect the chosen holiday arrangements and any dietary restrictions which may disclose your religious beliefs. If we need any other personal details, we will tell you before we obtain them from you. We need to pass on your personal details to the companies and organisations that need to know them so that your holiday can be provided (for example your airline, hotel, other supplier, credit/debit card company or bank). Such companies and organisations may be outside the European Union, Norway, Iceland or Liechtenstein if your holiday is to take place or to involve suppliers outside these countries. Controls on data protection in such destinations may not be as strong as the legal requirements in this country. Where you provide us with personal details relating to any special requirements such as those mentioned above, you consent to this information being passed onto any organisation or companies responsible for any part of your travel arrangements whether in the EU or not. If we cannot pass this information to the relevant suppliers, we cannot provide your travel arrangements.

We would also like to store and use your personal details for future marketing purposes (for example, sending you a brochure or details of a promotion). Except where expressly permitted by the Data Protection Act, we will only deal with the personal details you give us as set out above unless you agree otherwise. We have appropriate security measures in place to protect this information. You are generally entitled to ask us (by letter or e-mail) what details of yours are being held or processed, for what purpose and to whom they may be or have been disclosed. We will charge a fee of £10.00 to respond to such a request. We promise to respond to your request within 40 days of receiving your written request and fee. In certain limited circumstances we are entitled to refuse your request. If you believe that any of your personal details, which we are processing, are inaccurate or incorrect please contact us immediately.

OFFERS & INCENTIVES

Any offers or incentives provided by 3rd party suppliers are subject to their terms and conditions and can be withdrawn at anytime without prior notice.

Booking conditions

The following Booking Conditions together with the Important Information contained in this brochure form the basis of your contract with Club Europe Holidays Ltd. trading as Club Europe Concert Tours. Please read them carefully as they set out our respective rights and obligations. For those booking a holiday which is to include air travel, these conditions should be read in conjunction with our Conditions for Low Cost Airlines.

In these Booking Conditions, "you" and "your" means all persons named on the booking (including anyone who is added or substituted at a later date). "We", "us" and "our" means Club Europe Holidays Ltd.

1. MAKING YOUR BOOKING

To confirm a booking, the party leader must complete and sign our booking form. He/she must be authorised to make the booking on the basis of these Booking Conditions by all persons named on the booking and their parent or guardian for all party members who are under 18 when the booking is made. By signing the booking form, the party leader confirms that he/she is so authorised. The party leader is responsible for making all payments due to us. The party leader must be at least 18 when the booking is made.

The completed signed booking form must then be sent to us together with the payments referred to in clause 2 below.

Once we have received your booking form and all appropriate payments, we will, subject to availability, confirm your arrangements by issuing a confirmation invoice. This invoice will be sent to the party leader. Please check this invoice carefully as soon as you receive it. Contact us immediately if any information which appears on the confirmation or any other document appears to be incorrect or incomplete as it may not be possible to make changes later. We regret we cannot accept any liability if we are not notified of any inaccuracy in any document within 14 days of our sending it out (5 days for tickets). We will do our best to rectify any mistake notified to us outside these time limits but you must meet any costs involved in doing so. The only exception to this requirement to meet costs is where the mistake in question was made by us and there is good reason why you did not tell us about it within these time limits.

If you wish to, you may contact us by e-mail for any of the reasons mentioned in these booking conditions (for example, to request an amendment) providing you do so to admin@club-europe.co.uk.

2. PAYMENT

In order to confirm your chosen arrangements, a first deposit of £50 per paying member of your party must be paid. If you are booking a holiday which is to include air travel, you will be informed of the price of the first deposit at the time of quotation. A second deposit of £50* per paying member of your party must be paid not less than 8 weeks after we confirm your booking (unless otherwise advised). The balance of the cost of your arrangements must be received by us not less than 10 weeks before departure. If booking within 12 weeks of departure full payment must be made at the time of booking. Insurance cover is effective once first deposits have been received in full. Please see clause 8 on the subject of insurance.

The dates by which payment of second deposits and the balance must be made will be shown on your booking confirmation. Further reminders are not generally sent and you should therefore make a careful note of the payment dates. If we do not receive all payments due (including any surcharge

where applicable) in full and on time, we reserve the right to:

- Apply an administration charge of £3 per person up to 8 weeks before departure
- Within 8 weeks before departure, treat your booking as cancelled by you. In this case, the cancellation charges set out in clause 8 below "Cancellation by you" will be payable.

Please note, we cannot accept responsibility for any sums which are paid to any party leader or other person while those sums are held by them. We can only accept responsibility for payments once they are received by us. We do not appoint agents.

3. FINAL DETAILS

About 15 weeks before scheduled departure we will send you a Final Details Form which you must complete and return to us no later than 12 weeks before your scheduled departure. Failure to return this form by the due date will result in us applying an administration charge of £3 per person.

4. YOUR CONTRACT

A binding contract between us comes into existence when we dispatch our confirmation invoice to the party leader. This contract and all matters arising out of it are governed by English law. We both agree that any dispute, claim or other matter which arises out of or in connection with this contract or your booked arrangements will be dealt with under the ABTA Arbitration Scheme referred to in clause 14 or by the Courts of England and Wales only.

Changes to these Booking Conditions or the General Information shown in our brochure will only be valid if agreed by one of our directors in writing.

5. THE PRICE OF YOUR ARRANGEMENTS

We calculated the prices of the arrangements shown in our brochure on 23/02/09 on the basis of then known costs and exchange rates of £1 to 1.15 Euros as shown in The Financial Times Guide to World Currencies on the above date.

We reserve the right to make changes to and correct errors in advertised prices at any time before your arrangement is confirmed. We will advise you of any error of which we are aware and of the then applicable price at the time of booking.

Coach Tours: all coach tour prices are guaranteed against any surcharge except as a result of government action e.g. increases in VAT. All prices guaranteed are subject to payments being received by the due dates.

Air Tours: air tours are subject to surcharge on the following items government action, VAT, aircraft fuel, over flying charges, airport charges and increases in scheduled airfares.

Even in the above cases, only if the increase in our costs exceeds 2% of the total cost of your arrangements (excluding insurance premiums and any amendment charges), will we levy a surcharge. If any surcharge is greater than 10% of the cost of your arrangements (excluding insurance premiums and any amendment charges), you will be entitled to cancel your booking and receive a full refund of all monies you have paid to us (except for any amendment charges) or alternatively purchase another arrangements from us as referred to in clause 9.

You have 14 days from the issue date printed on the surcharge invoice to tell us if you want to cancel or purchase another arrangement. If you do not tell us that you wish to do so within

this period of time, we are entitled to assume that you will pay the surcharge. Any surcharge must be paid with the balance of the cost of the arrangement. We promise not to levy a surcharge within 30 days of the start of your arrangements.

Please note, changes and errors occasionally occur. We reserve the right to correct errors in advertised, quoted or confirmed prices. We will do so as soon as we become aware of the error. You must check the price of your chosen arrangements at the time of booking.

6. CHANGES BY YOU

If you wish to make any changes to your confirmed arrangements, you must notify us in writing as soon as possible. We will endeavour to assist where we can but it may not always be possible. Where we are able to make the change requested, an administration charge of £50 will be payable together with any costs incurred by ourselves and/or any costs or charges incurred or imposed by any of our suppliers. We regret changes cannot be made within two weeks of departure or after your flight tickets have been issued, whichever comes first. Please note that scheduled airlines normally treat changes as a cancellation and you may be charged the full price of the issue of a new ticket.

7. CANCELLATION BY YOU

Should you or any member of your party need to cancel your chosen arrangements once they have been confirmed, the party leader must immediately advise us in writing. Your notice of cancellation will only be effective when it is received in writing by us at our offices. As we incur costs from the time we confirm your booking, the following cancellation charges will be payable. Where the cancellation charge is shown as a percentage, this is calculated on the basis of the total cost payable by the person(s) cancelling excluding insurance premiums and amendment charges. Insurance premiums and amendment charges are not refundable in the event of the person(s) to whom they apply cancelling.

Period before departure within which written notification of the cancellation is received

Charges as per % of total per person price

More than 55 days loss of deposits	
55 to 15 days	60% of total tour price
14 to 1 day	90% of total tour price

Departure day or after 100% of total tour price

Please note:

1) Depending on the reason for the cancellation, you may be able to reclaim the above mentioned cancellation charges (less any applicable excess) under the terms of your insurance policy. Claims must be made directly to the insurance company concerned.

2) Where any cancellation reduces the number of full paying party members below the number on which the price, number of free places and/or other concessions agreed for your booking were based, we will recalculate these items and re-invoice you accordingly.

If any member of your party is prevented from travelling, that person may transfer their place to someone else (introduced by you) providing we are notified not less than two weeks before departure. Where a transfer to a person of your choice can be made, all costs and charges incurred by us and/or incurred or imposed by any of our suppliers as a result together with an amendment fee of £15 must be paid before

the transfer can be effected. [For flight inclusive bookings, you must pay the charges levied by the airline concerned. As most airlines do not permit name changes after tickets have been issued for any reason, these charges are likely to be the full cost of the flight.]

8. INSURANCE

As we consider insurance to be essential, we include the cost of the insurance policy referred to elsewhere in this brochure in the price of the arrangements we offer. Full details of this insurance cover will be sent to you with your booking confirmation and can be provided earlier on request.

Please read these details carefully as soon as you receive them. If for any reason the insurance cover is not appropriate for any member of your party, you may opt out of our policy. Should you wish to do so you must notify us immediately. Further, it is your responsibility to arrange additional insurance cover exceeding the maximum amounts payable under our policy or providing cover for additional areas of risk if you consider our policy is not adequate for the particular needs of your party, as we cannot check your alternative policy for suitability. It is a condition of travel that you have adequate insurance in place for the duration of your trip. We reserve the right to view your alternative policy.

9. CHANGES AND CANCELLATION BY US

We start planning the arrangements we offer many months in advance. Occasionally, we have to make changes to and correct errors in brochure and other details both before and after bookings have been confirmed and cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so. However, we promise we will only cancel your confirmed booking after the date the balance of the cost of your arrangements must be paid where you have failed to make all payments due in full and on time or where we are forced to do so as a result of circumstances outside our control. We will not cancel after this date for any other reason.

Most changes are minor. Occasionally, we have to make a "significant change". When we refer to a "significant change" in these booking conditions, we mean one or more of the following changes when made before departure; a change of accommodation to that of a lower official classification or standard for the whole or a major part of the time you are away, a change of outward departure time or overall length of time you are away of twelve or more hours and, in the case of tours, a significant change of itinerary missing out one or more major destination substantially or altogether. All other changes are treated as "minor" changes.

If we have to make a significant change or cancel, we will tell you as soon as possible. If there is time to do so before departure, we will offer you the choice of the following options:-

- (For significant changes) accepting the changed arrangements or
- Accept an offer of alternative travel arrangements of equivalent or superior standard, if such alternatives are available, or a choice of specified travel arrangements of a lower standard to the travel arrangements booked, together with a refund of the difference in price or
- Cancelling or accepting the cancellation in which case you will receive a full refund of all monies you have paid to us.

Please note, the above options are not available where any change made is a minor one.

* (£150 for tours to USA and Australia/New Zealand)

Booking conditions

If we have to make a significant change or cancel, we will also pay you the compensation set out below subject to the following exceptions. Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care. No compensation will be payable and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time) or if the change made is a minor one.

Number of days before departure a significant change or cancellation is notified to you.

Compensation per full paying party member:

70 to 35 days	£8
34 to 15 days	£10
14 to 0 days	£15

Very rarely, we may be forced by "Force Majeure" (see clause 10) to change or terminate your confirmed arrangements after departure but before the scheduled end of your time away. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result.

10. FORCE MAJEURE

We regret we cannot accept any liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by "force majeure". In these Booking Conditions, "force majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such circumstances may include, but are not limited to, war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, fire, adverse weather conditions and all similar events outside our control.

11. OUR LIABILITY TO YOU

(1) We accept responsibility for the full and proper performance of your holiday as described in our brochure. If any part of your holiday is not provided as promised, due to the fault of our employees, agents or suppliers, we will pay you appropriate compensation if this has affected the enjoyment of your holiday. We will accept responsibility if any death, personal injury, failure or deficiency of your holiday arrangements is caused by any failure by ourselves or our employees (providing they were at the time acting within the course of their employment) or our agents or suppliers (as applicable) to use reasonable skill and care in performing or providing the service in question. Please note however that we will not be liable for any injury, illness or death or consequent losses suffered by you or any member of your party where such injury, illness or death was not caused by lack of reasonable care/skill on our part or that of our suppliers in performing our obligations under the contract. Please note it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim. We will accordingly pay to you such damages as are applicable in such circumstances under English Law

We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results

from any of the following: -

- the fault of the person(s) affected or any member(s) of their party or
- the fault of a third party not connected with the provision of your holiday which we could not have predicted or avoided or
- an event or circumstance which we or the supplier of the service(s) in question could not have predicted or avoided even after taking all reasonable care. This may include, but is not limited to, an occurrence of force majeure (see clause 10)
- the fault of anyone who is not carrying out work for us (generally or in particular) at the time.

In addition, we will not be responsible where you do not enjoy your holiday or suffer any problems because of a reason you did not tell us about when you booked your holiday or where any problems you suffer which did not result from any breach of our contract or other fault of ourselves or, where we were responsible for them, our suppliers or agents or where any losses, expenses, costs or other sum you have suffered relate to any business.

Please note, we cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised in our brochure and we have not agreed to arrange them.

(2) The promises we make to you about the services we have agreed to provide or arrange as part of our contract - and the laws and regulations of the country in which your claim or complaint occurred - will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint complied with local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and regulations of the UK which would have applied had those services been provided in the UK. The exception to this is where the claim or complaint concerns the absence of a safety feature which might lead a reasonable holidaymaker to refuse to take the holiday in question.

(3) We limit the maximum amount we may have to pay you for any and all claims or parts of claims which do not involve personal injury, illness or death. Except where loss of and/or damage to luggage or personal possessions is concerned or a lower limitation of liability applies to your claim, the maximum amount we will have to pay you for such non personal injury claims if we are found liable to you on any basis is twice the price (excluding insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your holiday.

Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money), the maximum amount we will have to pay you is £30 per person affected as you are assumed to have taken out adequate insurance at the time of booking. Please also see clause 11(4) below.

(4) Where any claim or part of a claim concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any air, sea,

rail or road carrier or any stay in a hotel, the maximum amount of compensation we will have to pay you will be limited. The most we will have to pay you for that claim or that part of a claim if we are found liable to you on any basis is the most the carrier or hotel keeper concerned would have to pay under the international convention which applies to the travel arrangements or hotel stay in question. For example, the Warsaw Convention as amended for international travel by air and/or for airlines with an operating licence granted by an EU country, the EU Regulation on Air Carrier Liability for national and international travel by air, the Athens convention for international travel by sea, for travel by rail, the Berne Convention and for accommodation arrangements the Paris Convention 1962. The provisions of these Conventions and any other convention in force at the time of your holiday are incorporated into these booking conditions and form part of your contract. Copies of these international conventions are available upon request at our offices.

When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.

(5) This clause 11 is intended to set out our obligations to you as a tour operator/organiser in the light of the Package Travel, Package Holidays and Package Tours Regulations 1992. Please note, we regret we cannot make any payment to you or any member of your party if the person concerned is not entitled to one from us under these Regulations.

(6) You must provide ourselves and our insurers with all assistance we may reasonably require. You must also tell us and the supplier concerned about your claim or complaint as set out in clause 13 below. If asked to do so, you must transfer to us or our insurers any rights you have against the supplier or whoever else is responsible for your claim or complaint (if the person concerned is under 18, their parent or guardian must do so). You must also agree to cooperate fully with us and our insurers if we or our insurers want to enforce any rights which are transferred

12. INJURY, ILLNESS OR DEATH NOT RESULTING FROM THE ARRANGEMENTS

If you or any member of your party suffers illness, injury or death, through misadventure, as a result of an activity which does not form part of your contracted arrangements nor an excursion sold through us, we will provide you with all reasonable assistance. This assistance may include our making a contribution towards your initial legal costs in taking action against the person(s) responsible providing you request this within 90 days of the incident in question. All assistance (financial or otherwise) is subject to our reasonable discretion and a maximum total cost to ourselves of £5,000.00 per booking form. If you are entitled to receive any money to meet any costs and expenses arising from any such incident from any insurance policy or obtain a costs order against anyone in relation to the incident, you must repay to us the costs and expenses we spend in assisting you.

13. COMPLAINTS AND PROBLEMS

In the unlikely event that you have any reason to complain or experience any problems with your arrangements whilst away, you must immediately inform our representative and the supplier of the service(s) in question. Failure to do so will deprive us of our ability to investigate and rectify your complaint at the time and may affect your rights. Any verbal notification must be put in writing and given to our representative and the supplier as soon as possible. Until we

know about a problem or complaint, we cannot begin to resolve it. Most problems can be dealt with quickly. If you remain dissatisfied, however, you must write to us within 28 days of your return to the UK giving your booking reference and full details of your complaint. Only the party leader should write to us. For all complaints and claims which do not involve death, personal injury or illness, we regret we cannot accept liability if you fail to notify the complaint or claim entirely in accordance with this clause. If you fail to follow this simple complaints procedure, your right to claim the compensation you may otherwise have been entitled to may be affected or even lost as a result.

As our contract is with you, only you may bring proceedings for any claim made on behalf of your party or individual party members.

14. ARBITRATION

Disputes arising out of, or in connection with this contract which cannot be amicably settled may be referred to arbitration, if you so wish, under a special scheme arranged by the Association of British Travel Agents and administered independently by the Chartered Institute of Arbitrators. The scheme provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on the customer in respect of costs. Full details will be provided on request or can be obtained from the ABTA website (www.abta.com). This scheme does not apply to claims for an amount greater than £5,000 per person. There is also a limit of £25,000 per booking form. Neither does it apply to claims which are solely in respect of physical injury or illness or their consequences. The Scheme can, however, deal with compensation claims which include an element of minor injury or illness subject to a limit of £1000 on the amount the arbitrator can award per person in respect of this element. The application for arbitration and statement of claim must be received by the Chartered Institute of Arbitrators within 9 months of the date of return from the arrangements. Outside this time limit arbitration under the Scheme may still be available if we agree, although the ABTA Code does not require such agreement.

15. BEHAVIOUR

When you book with us, you accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss must be paid direct at the time to the accommodation owner or manager or other supplier. If you fail to do so, you will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full legal costs) as a result of your actions.

We expect all clients to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of any other person in authority, you or any member of your party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, we are entitled, without prior notice, to terminate the arrangements of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the accommodation or other service. We will have no further responsibility toward such person(s) including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

You must further ensure that you and your party observe all local laws and regulations which apply to you and your party including those relating to the consumption of alcohol. Subject to local laws and regulations, you must ensure that no member

of your party who is under 18 years consumes alcohol unless you have the written agreement of their parent or guardian that they may do so. Alcohol must not, however, be drunk to excess. You must ensure that no member of your party smokes in bedrooms or any other area where smoking is not permitted.

16. CONDITIONS OF SUPPLIERS

Many of the services which make up your arrangements are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you and your party, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions are available on request from ourselves or the supplier concerned.

17. SPECIAL REQUESTS AND MEDICAL PROBLEMS

If you have any special request, you must advise us in writing at the time of booking. Although we will endeavour to pass any reasonable requests on to the relevant supplier, we regret we cannot guarantee any request will be met unless we have specifically written to confirm this. For your own protection, you should obtain confirmation in writing from ourselves that your request will be complied with (where it is possible for us to give this), if your request is important to you. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability.

We regret we cannot accept any conditional bookings, i.e. any booking which is specified to be conditional on the fulfilment of a particular request. All such bookings will be treated as "standard" bookings subject to the above provisions on special requests.

If you or any member of your party has any medical problem or disability which may affect your arrangements, please tell us before you confirm your booking so that we can advise as to the suitability of the chosen arrangements. In any event, you must give us full details in writing at the time of booking. If we reasonably feel unable to properly accommodate the particular needs of the person concerned, we must reserve the right to decline their reservation or, if full details are not given at the time of booking, cancel when we become aware of these details.

18. EXCURSIONS, ACTIVITIES AND BROCHURE INFORMATION

On occasions, we are asked to arrange visits, activities and/or excursions which do not form part of our advertised or normally available programme. Unless we expressly agree to do so in writing, we cannot accept any liability for or in relation to such additional visits, activities and/or excursions. This is the case even if payment for these additional services is made directly to us. As such additional services are booked solely at your request, you are assumed to have satisfied yourself that they are appropriate, suitable and safe for your party as we are not in a position to make such an assessment.

The information contained in our brochure is correct to the best of our knowledge at the time of the brochure going to print. Our brochure descriptions may refer to activities which are available in the area you are visiting. We have no involvement in any such activities which are neither run, supervised nor controlled in any way by us. They are provided by local operators who are entirely independent of us. They do

not form any part of your contract with us even where we suggest particular operators/centres and/or assist you in booking such activities in any way. Accordingly, we cannot accept any liability in relation to such activities and the acceptance of liability contained in clause 11 of our booking conditions will not apply to them. We cannot guarantee accuracy at all times of information given in relation to such activities or about the resorts/area you are visiting generally (except where this concerns the services which will form part of your contract) or that any particular excursion or activity which does not form part of our contract will take place as these services are not under our control. If you feel that any of the activities mentioned in our brochure which are not part of our contract are vital to the enjoyment of your holiday, write to us immediately and we will tell you the latest known situation. If we become aware of any material alterations to resort/area information and/or such outside activities which can reasonably be expected to affect your decision to book a holiday with us, we will pass on this information at the time of booking.

19. PASSPORTS, VISAS AND HEALTH REQUIREMENTS

The passport, visa and health requirements applicable at the time of printing to British citizens for the arrangements we offer are shown elsewhere in this brochure. Requirements may change and you must check the up to date position in good time before departure. Information on health is contained in the Department of Health leaflet T6 (Health Advice for Travellers) available from your local Department of Health office and most Post Offices. For European arrangements you should obtain a completed and issued form E111 (details in leaflet T6 referred to above) prior to departure.

It is the party leader's responsibility to ensure that all members of the party are in possession of all necessary travel and health documents before departure. All costs incurred in obtaining such documentation must be paid by you. We regret we cannot accept any liability if you or any member of your party are refused entry onto any transport or into any country due to failure on your part to carry correct documentation. If you or any member of your party is not a British citizen or holds a non-British passport, you must check passport and visa requirements with the Embassy or Consulate of the country (ies) to or through which you are intending to travel. It is your responsibility to do to, and if failure to have any necessary travel or other documents results to fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly.

For up to date advice for travellers please refer to www.fco.gov.uk/knowbeforeyougo

20. TRAVEL DELAY

Under EU law you have rights in some 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 is the responsibility of the airline and will not automatically entitle you to a refund of your holiday cost from us.

21. SAFETY STANDARDS

Please note it is the requirements and standards of the country in which any services which make up your arrangements are provided which apply to those services and not those of the UK. As a general rule, these requirements and standards will not be the same as the UK and may sometimes be lower.

22. FLIGHTS

The flight timings given on booking are for general guidance only and are subject to change. The latest timings will be shown on your booking confirmation. However, the actual flight times will be those shown on your tickets which will be despatched to you approximately two weeks before departure. You must accordingly check your tickets very carefully immediately on receipt to ensure you have the correct flight times. It is possible that flight times may be changed even after tickets have been despatched - we will contact you as soon as possible if this occurs.

We are not always in a position to confirm the airline, aircraft type and airport of destination which will be used in connection with any flight included in your arrangements. When this information is provided at the time of booking or subsequently, it is subject to change. Any such change will not entitle you and your party to cancel or change to other arrangements without paying our normal charges.

Please note in relation to flights that, by our contract with you, we do not enter into an agreement for carriage by air but rather we only undertake to reserve accommodation onboard the airline advised at the time of booking or such other airline as may be substituted.

23. LOW COST AIRLINES

Where a "no frills" carrier such as Easyjet, Germanwings or Air Berlin is requested, our normal terms and conditions will continue to apply to your booking except to the extent that the terms and conditions of the carrier impose additional obligations.

24. FINANCIAL SECURITY

We are a member of the Association of British Travel Agents (ABTA number V2679). [We also hold an Air Travel Organiser's Licence issued by the Civil Aviation Authority (ATOL number. 4249). This means the air arrangements in this brochure are ATOL protected. In the unlikely event of our insolvency, the CAA will ensure that you are not left stranded abroad and will arrange to refund any money you have paid to us for an advance booking. For further information, visit the ATOL website at www.atol.org.uk If your arrangements does not include flights, ABTA will financially protect your arrangements in the same way. We also carry Public Liability cover up to £10 million.

