

Booking Conditions

OUR COMMITMENT TO YOU

1. Provision of your holiday We will arrange for the provision to you of the services which make up the inclusive holiday as confirmed to you. These services will be provided either directly by us or by independently contracted suppliers. When you, or your travel agent, ask for your holiday booking to be confirmed, we allocate your chosen holiday to you and give confirmation of the booking at that moment. It is then that a firm contract exists between you and Classic Collection Holidays Limited (Registered in England no. 1512421) on the basis of these booking conditions. This also acts as your acceptance of our booking conditions and your holiday is secured from that moment. If your holiday includes flight arrangements, you will be issued with an ATOL certificate immediately and, in any event, you will receive a holiday confirmation invoice verifying the details. All holidays and offers advertised in the brochure are subject to availability and are as confirmed to you by telephone or on your Holiday Confirmation Invoice.

2. Your holiday price

A. When you book All prices, supplements and offers shown are based on costs at time of printing although we reserve the right to amend all prices, supplements and offers (up or down) when we receive notification of new costs. Hotels practice fluid pricing which means that costs may significantly increase during periods of high demand. Offers may not be available where we have exceeded our contractually pre-allocated rooms at certain hotels. Prices in this brochure include airline rates applicable at the time of printing and are subject to change. The government charges a levy to cover financial protection in the event of an airline failure and we automatically add this to your invoice total at the booking stage. Once you have confirmed your holiday booking, the price is protected subject to clause 2D of these booking conditions. Please note that not all hotel features detailed are complimentary, and some are subject to seasonal demand.

B. VAT and Exchange rates Our VAT Registration number is 503 944 749 and all prices quoted in our brochures are inclusive of VAT where relevant (currently at 20%). Our 'from prices' displayed in our brochures are calculated on dates close to the publication of the brochures using exchange rates quoted in the Financial Times' Guide to World Currencies. Please note a) these rates are not comparable with note or tourist rates which are quoted in national newspapers b) hotel costs, transfers, resort representation, excursions, local taxes and part of the flight cost are typically paid in the currency of your holiday destination country. Aviation fuel is paid in US Dollars. All of these costs are affected by changes in the cost of buying foreign currency, as per exchange rates listed above. We reserve the right to increase our prices in accordance with these booking conditions.

C. Surcharges (after booking) Once you have booked, the price of your holiday travel arrangements may be varied due to changes in transportation costs such as fuel, scheduled airfares and any other airline cost changes which are part of the contract between airlines (and their agents) and the tour operator or organiser, and also in respect of government action such as changes in VAT or any other government imposed changes. In the case of any small variation, an amount equivalent to 2% of the price of your travel arrangements, and any amendment charges, will be absorbed or retained. For larger variations, this 2% will still be absorbed for increases but not retained from refunds. In either case there will be an administration charge of £1 per person together with an amount to cover agent's commission.

In the unlikely event that this means that you have to pay an increase of more than 8% of the price of your holiday travel arrangements, you may cancel your booking and receive a full refund of all monies paid, except for any amendment charges. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice.

D. Tourist or environmental tax Some regions and cities impose a tourist or environmental tax. Amounts often vary between region and hotel star rating and often are payable by customers locally on departure from their accommodation. Taxes may be introduced or changed without prior notice and our travel consultants are happy to advise current rates where applicable.

3. If your booking is changed It is unlikely that your booking will have to be changed, but we do plan the arrangements many months in advance, therefore we reserve the right to do so at any time. Most of these changes are very minor, but where they are major, we will inform you or your travel agent as soon as reasonably possible if there is time before your departure. A major change is one that is made to a major part of your holiday arrangements before departure, such as a change of your departure airport (except between London airports), resort area or time of departure or return by more than twelve hours or offering accommodation with a lower category rating. If we must make a major change you have the choice of the following: A accepting the changed arrangements as notified to you, B purchasing another available holiday from us, or C cancelling your holiday and receiving a full refund of all monies paid. Additionally, if we make a major change after you have paid the full balance of your holiday and you accept A, B or C you will be entitled to compensation on the scale shown below.

Period before scheduled departure within which a major change is notified to you or your travel agent:	Compensation per adult
More than 56 days	Nil
43-56 days	£20
29-42 days	£30
15-28 days	£40
0-14 days	£50

Important note Compensation payments do not apply to changes caused by reason of war or threat of war; riot, civil strife, terrorist activity, industrial disputes, natural and nuclear disasters, fire, or other circumstances that may amount to force majeure.

4. If your holiday is cancelled We reserve the right in any circumstance to cancel your holiday and, in this event, we will return to you all money you have paid us or will offer you an alternative holiday of comparable standard to purchase. In no case, except for those beyond our control, will your holiday be cancelled after the balance is paid and, in such cases, compensation will be paid per clause 3.

5. What happens to complaints As members of ABTA (membership number W5429) we are obliged to maintain a high standard of service to you which is set out in a Code of Conduct. If we can't resolve your complaint (see clause 5 in **Your Commitment to Classic Collection Holidays** below) you may use ABTA's arbitration scheme which is approved by the Chartered Trading Standards Institute. Further information on the Code and ABTA's assistance in resolving disputes can be found online at www.abta.com

6. Our responsibility for your holiday We accept responsibility for ensuring that all component parts of the inclusive holiday, limited to items included on confirmation invoice, and subject to the paragraph

entitled Air Passenger Rights below, are supplied to you as described in this brochure and to a reasonable standard. If any such part is not provided to your satisfaction 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 (see Important note in paragraph 3 above). Our liability in this respect is limited to a maximum of three times the value of the holiday. We must ask you however, to be patient and understanding in the event of unforeseen alterations to your holiday made by our suppliers over whom we have no direct control.

Air Passenger Rights 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. Your right to a refund and/or compensation from us is set out in paragraph 3. If your airline does not comply with these rules you can make a complaint via the Civil Aviation Authority www.CAA.co.uk

7. Excursions (whilst participating in arrangements made by us)

Excursions, tours or experiences that you may choose to book or pay for locally whilst you are on holiday are not part of the holiday provided by us and not included within the package. For any excursion or other tour that you book, your contract is with the operator of the excursion or tour and not with us and we are not responsible for the provision of the excursion or tour or for anything that happens during its provision.

8. Personal Injury (whilst participating in arrangements made by us)

We have taken all reasonable and proper steps to ensure that proper arrangements have been made for all the holidays which are advertised in this brochure and that the suppliers of the various services which will be provided to you as part of the inclusive holiday are efficient, safe and reputable businesses, and that they comply with the local and national laws and regulations of the country in which they provide those services. We have no direct control over the provision of services to customers by suppliers. However, subject to the Notes below, we will pay to our customers the equivalent of such damages as they would be entitled to receive under English law in an English Court for any personal injury to the customer, including illness or death, caused by the negligence, as understood in English Law, of the servants or agents of ourselves or of any of our suppliers contracted or sub-contracted by us to provide any part of the arrangements for your holiday as described in this brochure. With regard to any relevant international convention for example, the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail, and the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage, we are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions. Copies of these can be made available on request.

9. Personal Injury (unconnected with travel arrangements made by us)

If you, or any member of your party, suffer death, illness or injury whilst overseas arising out of an activity which does not form part of your holiday arrangements or an excursion arranged through us, we shall at our discretion, offer advice, guidance and assistance. Where legal action is contemplated and you want our assistance, you must obtain our written consent

prior to commencement of proceedings. Our consent will be given subject to you undertaking to assign any costs or benefits received, under any relevant insurance policy to ourselves. We limit the cost of our assistance to you or any member of your party to £5,000. Under your travel insurance cover, you must make an insurance claim under the legal expenses section in respect of any legal fees incurred abroad for that purpose.

Notes in respect of paragraphs 8 & 9 We would request that you (a) notify us of any claim for personal injury within 2 months of your return from holiday; (b) assign to Classic Collection Holidays any rights against a supplier or any other person or party you may have relating to the claim; and (c) agree to co-operate fully with us should our insurers wish to enforce those rights. This assignment is necessary to enable us to try to recover from suppliers any compensation paid to customers and associated costs as a result of personal injury to customers caused by the negligence of those suppliers. It is not our wish to profit from such assignment, and in the unlikely event of our recovering more than such compensation and costs, any excess will be paid to the injured customers.

YOUR COMMITMENT TO CLASSIC COLLECTION HOLIDAYS

1. Your holiday contract As soon as your holiday booking is confirmed, a firm contract exists between you and Classic Collection Holidays on the basis of these booking conditions which are governed by English law and the jurisdiction of the English Courts. You may however choose the law and jurisdiction of Scotland or Northern Ireland if you wish to do so. Any disputes arising will be heard in the English Courts unless you prefer the courts of Scotland or Northern Ireland.

2. Payment for the holiday You pay a deposit of £150 per person short haul or £200 per person long haul (or an agreed sum to cover non-refundable flight seats and/or hotel or other costs) when you book. This is your commitment until 8 weeks before departure when your final balance is due, unless otherwise specified at time of booking. You must pay the balance at least 8 weeks before departure. For bookings within 8 weeks of departure, full payment is required at time of booking. If payment is not received as above, we reserve the right to treat your booking as cancelled and your deposit/s would be forfeited. If you pay a travel agent for your holiday, they will hold that money as our agent from the time they receive it until they pay it to us. Deposits and balances paid to us can be made by bank transfer, cheque or card.

3. If you change your booking If you want to change any details of your booking (e.g. transfer to a different holiday, substitution of a passenger, departure date or airport), we will do our best to help as soon as we receive your request in writing. We charge an amendment fee of £25 per person for each detail of the booking to be changed and, in addition to the amendment fee, we will charge for any additional costs we incur in making the amendment/s. You should give us reasonable notice of changes and please note that it is highly likely that amendment costs will increase the closer the change is made to your departure date. If amendments to a booking are made, and the booking is subsequently cancelled, we reserve the right to charge the original cancellation charges that would have been payable prior to the amendment.

IMPORTANT

Some arrangements (e.g. flights purchased from certain airlines and certain hotel bookings or other costs) may not be refundable or transferable after a reservation has been made and any alteration request may incur a cancellation charge of up to 100% of that part of the holiday arrangements. Where the price varies depending on the number of persons travelling and the numbers

are amended, the price will be recharged based on the new party size. Any increase in price per person payable as a result of a part cancellation is not a cancellation charge and will not normally be covered by your chosen insurance. A separate cancellation charge will be levied in respect of bookings cancelled in accordance with paragraph 4 below. A new confirmation invoice will be issued as appropriate on which the cancellation charges will be shown.

4. If you cancel your booking You or any member of your party may cancel your booking, or part of it, once it has been confirmed, but the instructions will only be valid if in writing and signed by the person who confirmed the booking. Your written instructions should go either to the travel agent you booked with, asking them to notify us immediately, or if you booked direct, to us. Cancellation fees are on the scale shown, although please note that some holiday components have more restrictive cancellation terms and if this is the case, these will be communicated at time of confirmation. The amount payable depends on when we receive your written instructions.

Period before scheduled departure within which written holiday instructions are received by us	Amount of cancellation (% of total price)
More than 56 days	Deposit/initial payment
43-56 days	30% or deposit if greater
29-42 days	50% or deposit if greater
15-28 days	70% or deposit if greater
8-14 days	90% or deposit if greater
7 days or fewer	100%

5. If you have a complaint If you have a complaint about your holiday please refer the matter to the supplier immediately (airline, hotel, car hire company etc) and our local or telephone agent/representative in resort. Matters can most easily be resolved for you on the spot when the supplier can see and understand the exact nature of any problems. If your problem remains unresolved you must contact us using the contact details on your travel documentation and we will do everything reasonably possible to resolve your complaint whilst you're away. It is unreasonable to take no action whilst on holiday, then complain afterwards. In the unlikely event that matters cannot be resolved to your satisfaction our agent/representative will ask you to record details on a holiday report form of which you will be given a copy, and you must then follow up your report by contacting our Customer Relations team within 28 days of return.

6. Holiday illness If you, or any member of your party, become unwell whilst on holiday you must consult a local doctor in order to receive appropriate treatment and to obtain a full medical report. You must also report your illness as soon as reasonably practicable to our local or telephone agent/representative, the contact details of whom can be found on your travel documents.

Notes in respect of paragraphs 5 & 6 Failure to follow the procedures set out in paragraphs 5 and 6 above may reduce or extinguish any rights you have to claim compensation from us or any of our suppliers either in accordance with these booking conditions or otherwise.

7. Holiday participation We reserve the right to decline to accept or retain any person as a customer if their conduct is disruptive and affects the enjoyment of other holidaymakers, and we shall be under no liability for any extra costs incurred by such a person as a result of our doing so. Aircraft captains are legally entitled to deny boarding to any passenger presenting themselves at the aircraft who, at the captain's absolute discretion, are unacceptably under the influence of alcohol or drugs.

Any passenger who is denied boarding on the outbound flight for that reason, shall be deemed to have given notice of cancellation of his/her booking at that moment, and cancellation charges will apply in accordance with paragraph 4.

8. Your accommodation is only provided for the use of passengers shown on the confirmation invoice as confirmed by us; subletting, sharing or assignment is prohibited.

9. Your travel ticket conditions When you travel with an air or sea or rail carrier, their conditions of carriage apply, some of which limit liability. These conditions are often the subject of international agreements between countries, and copies of the conditions which apply are available for inspection at the travel agent where you book your holiday.

10. Travel Insurance We strongly recommend that you and all members of your booking are adequately insured on holiday and that the insurance is suitable for your needs and the type of activities you will be undertaking as part of your holiday. You are responsible for indemnifying us in full in the event that we incur any losses or expenses arising out of your failure to take out adequate insurance cover.

11. Data Protection & GDPR Classic Collection Holidays is registered under the Data Protection Act 1988 and deals with all personal data in accordance therewith. It is, of course, necessary for us to pass personal data to airlines, hotels, transportation companies, insurers and other agents in order that we can arrange your holiday. By confirming a booking with us, you have consented to allow the passing on of such data as we determine necessary for that purpose. Under the Data Protection Act, you have the right to inspect relevant personal information held by us. On 25 May 2018, the General Data Protection Regulation (GDPR) came into force and relevant information including our role as data controller, is detailed in the privacy policy statement on our website.

12. If we become insolvent By confirming a booking with us, you agree that, in the event of our insolvency, where applicable ABTA may arrange for the services you have bought to continue, or for a suitable alternative to be provided at the same cost as your original booking. You also agree to accept that in circumstances where the travel service supplier provides the services you have bought, you agree to pay any outstanding sum under your contract with us to that alternative travel service provider. However, you also agree that in some cases the services will not be provided, in which case you will be entitled to make a claim under ABTA's Scheme of Protection (or your payment card issuer where applicable) for a refund of the monies you have paid.