

BOOKING CONDITIONS

The following Booking Conditions together with the General Information contained in this leaflet form the basis of your contract with European Connoisseurs Travel. Please read them carefully as they set out our respective rights and obligations. In these Booking Conditions "you" means all persons named on the booking (including anyone who is added or substituted at a later date) "We" means European Connoisseurs Travel.

1. Making Your Booking

To make a booking, you must complete our booking form. The first named person on the booking ("the Group Organiser") must sign this. The party leader must be at least 18 and must be authorised to make the booking on the basis of these Booking Conditions by all persons in the party. By signing the booking form, the Group Organiser confirms that he/she is so authorised and that all party members agree to be bound by these Booking Conditions. The Group Organiser is responsible for making all payments due to us.

The completed and signed Organiser's Booking Form, together with the completed passenger booking forms, must 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 tour by issuing a confirmation invoice.

Contact us immediately if any information, which appears on the confirmation or any other document, appears to be incorrect, as it may not be possible to make changes later. We regret we cannot accept any liability if we are not notified of any inaccuracies, of which you should have been aware, in any document, within 10 days of our sending it out.

We require a minimum number of persons to operate your tour, as shown on your invoice. Your booking will be held on a provisional basis until the required minimum number has been reached, when a confirmation invoice will be issued. If, by 90 days before the departure, the minimum number has not been reached, a supplement will be charged. Please refer to Clauses 6 & 8.

2. Payments

In order to confirm your chosen tour, a deposit payment per person, as specified in our promotional leaflet (or full payment if a booking is made within 8 weeks of the departure date), must be paid at the time of booking. If you wish to purchase our Travel Insurance, all applicable premiums must also be paid in full 8 weeks before your departure (you must be insured - see Clause 7). We must receive the balance of the tour cost not less than 8 weeks prior to departure. This date will be shown on the confirmation invoice. Reminders are not sent. Itineraries will not be sent unless full payment is received. If we do not receive all payments due in full and on time, including any surcharge where applicable, we reserve the right to treat your booking as cancelled by you. In this case the cancellation charges set out in Clause 6 will be payable.

3. Your Contract

A binding contract between us comes into existence when we despatch our confirmation invoice to the Group Organiser. English law governs this contract and all matters arising out of it. We both agree that any dispute, claim or other matters, which arises out of it, or in connection with this contract or your tour, will be dealt with by the Courts of England and Wales only.

4. The Cost of Your Tour

We reserve the right to increase or decrease the prices of unsold tours at any time. The price of your chosen tour will be confirmed at the time of booking.

Once confirmed, subject to the correction of errors, the price of your tour will not be increased except if the UK or EU amend or introduce other taxes which affect the cost of the tour. Even in this case, we will absorb a total amount equivalent to 2% of the cost of your tour (excluding insurance premiums and amendment charges). If the increase costs exceed this then we will levy a surcharge. If any surcharge is greater than 10% of the tour cost (excluding insurance premiums and amendment charges) you will be entitled to cancel your booking and receive a full refund of all monies paid to us, except for insurance premiums and amendment charges. You have 14 days from the issue date printed on the surcharge invoice to tell us if you want to cancel for this reason. If you do not tell us that you wish to cancel within this period of time, we are entitled to assume that you do not wish to cancel and will pay the surcharge. Any surcharge must be paid with the balance of the cost of the holiday or within 14 days of the issue date printed on the surcharge invoice, whichever is the later. A surcharge will not be levied within 30 days of departure date.

If we have to cancel your tour because the minimum number of persons required to operate your tour has not been reached, we will provide you with the new price no later than 8 weeks prior to your departure (see Clause 8).

We reserve the right to correct errors in advertised prices at any time before your booking is confirmed. We will do so as soon as we become aware of the error. **As changes and errors occasionally occur you must check the price of your chosen tour at the time of booking.** After confirmation, we will only seek to correct an error in the confirmed price if, in our reasonable opinion, you knew or must have known an error had been made. If the correction is a significant one, you will have the option of cancelling your tour and receiving a full refund of all monies paid to us. If you do not want to accept the revised price you must advise us in writing of this within 7 days of our notifying you of the correction. We regret we cannot pay any compensation, expenses or costs.

5. Changes by You and Administration Charges

Should you wish to make any changes to your confirmed tour, you must notify us in writing as soon as possible. Whilst we will endeavour to assist, we cannot guarantee we will be able to meet any such requests. Where we can, an amendment fee of £15 per booking will be payable, together with any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. Should any cheques issued to us in payment of any services be returned unpaid by our bank, any charges levied by our bankers will be passed on to you.

6. Cancellation by You

Should you or any member of your party need to cancel your chosen tour once it has been confirmed, the Group Organiser must 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 cancellation is received by us **Cancellation charge per person cancelling**

42-90 days	deposit only
41-31 days	40%
30-15 days	60%
14-departure	100%

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

If a member of the group is unavoidably prevented from travelling his/her place may be transferred to another person provided that this is not less than 14 days prior to the departure date and the transferee meets any conditions which may apply to the package. Travel Insurance premiums paid are non transferable or refundable. The right to transfer is subject to payment of an administration fee of £15.00 per person to cover our administration expenses (plus appropriate holiday travel insurance premium, if applicable) together with any additional charges of whatever sort imposed by suppliers providing the component parts of the tour. These charges will be the joint responsibility of both the transferor and transferee.

However, if within 30 days of departure, the tour numbers fall below the minimum number, this will be deemed to be cancellation by you and this shall result in the whole tour being cancelled. The appropriate cancellation charges, as set out in Clause 6, will be applied to those person(s) in the group who have cancelled their bookings within 30 days leading to the tour being cancelled. Those persons who were still booked on the tour at the time of cancellation will receive a refund of the tour costs already paid.

However, no compensation will be paid if a tour has to be cancelled because the minimum number has not been reached.

7. Insurance

It is a condition of our acceptance of your booking that you have adequate travel insurance. Details of the policy we offer are shown on a separate leaflet. If you decide not to purchase this insurance, you must attach details of your alternative policy (insurer, policy number and emergency telephone number) when completing this booking form. If you fail to do so, we will add the appropriate premiums for the personal travel insurance we offer to your confirmation invoice. These premiums must be paid as soon as possible as cover will not be effective until we receive all applicable premiums in full.

Please read the policy details carefully. It is your responsibility to ensure that the insurance cover you purchase is adequate for your particular needs. **Important:** Please pay special attention to the clause covering delay and cancellation. We do not check alternative insurance policies.

8. Changes and Cancellation by Us

We start planning our tour programme many months in advance. Occasionally, we have to make changes to and correct errors in leaflets and other details 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. We promise we will not cancel your tour 30 days or less before departure unless (i) we are forced to as a result of force majeure as defined in Clause 10 below (ii) you have defaulted in payment or (iii) the minimum number of persons necessary for us to run your tour has not been reached and the supplement has not been paid (in this case we will notify you no later than 90 days before departure), please refer to Clause 6. We will not make a significant change less than 14 days before departure unless we are forced to as a result of force majeure as defined in Clause 10 below. When we refer to a "significant change" in these Booking Conditions, we mean one that is made before departure which materially affects your confirmed arrangements (on the basis of the information we have). Such changes will include, where a booking is made from our named hotel programme, a change of hotel to a lower official classification or standard. 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

- (a) (for "significant changes") accepting the changed arrangements or
- (b) purchasing an alternative tour from us, of a similar standard to that originally booked if available (if the chosen alternative is less expensive than your original one, we will refund the difference, but if it is more expensive we will ask you to pay the difference) or
- (c) cancelling or accepting the cancellation, in which case you will receive a full and quick 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. *We cannot refund any insurance premiums that have not been purchased from European Connoisseurs Travel.

If we have to make a significant change 14 days or less before departure or cancel 30 days or less before departure, we will pay you compensation subject to the following exceptions. Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where (1) 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 and attention or (2) we have to cancel because the minimum number of persons necessary for us to operate your tour has not been reached – in this case we will notify you no later than 90 days before departure. No compensation will be payable 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). Compensation is paid on the basis of £10.00 per person if a "significant change" or cancellation is notified to you 14 days or less before departure. In all cases, our liability for "significant changes" and cancellations is limited offering you the above mentioned options and, where applicable, compensation payments. We regret we cannot pay any expenses, costs or losses incurred by you as a result of any change or cancellation. No compensation is payable for minor changes.

Very rarely, we may be forced by "force majeure" (see Clause 10) to change or terminate your tour 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.

9. Price Variation

We reserve the right to vary the price of your tour in relation to changes in transportation costs, including the costs of fuel, taxes or fees chargeable for services such as landing taxes or embarkation fees at ports or airports, or the exchange rates applied to the particular tour. We will not vary the price of your tour less than 30 days before your departure date, but if the variations occur before that time, we will adopt or retain an amount up to the first 2% (excluding insurance premiums and amendment charges) of your invoice tour cost. For variations greater than 2%, we will still absorb the first 2% in the case of increases, but will not retain if from refunds. Where a surcharge or refund is payable, there will be an administration fee of £15.00.

If we impose a surcharge, which means paying more than 10% of your tour, you will be entitled to cancel your tour with a full refund of all monies paid to us except for any premium paid for insurance and amendment charges. Should you decide to cancel because of this, you must exercise your right to do so within 14 days of the date of our surcharge invoice.

10. Force Majeure

We regret we cannot accept liability or pay 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 that we or the supplier of service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

11. Our Liability to You

- (i) Our obligations and those of our suppliers providing any service or facility involved in your tour, are to take reasonable skill and care to arrange for the provision of such services and facilities and, where we or our supplier is actually providing the service or facility, to provide them with reasonable skill and care. Compliance with any applicable regulatory requirements (such as, for example, those of the Civil Aviation Authority) will be proper performance of our, and our suppliers', obligations.
- (ii) For claims which do not involve death or personal injury, we accept liability, subject to paragraphs (i) above and (iv) below, should any part of your tour not be as described in the brochure. If we accept liability, we will, subject to paragraphs (v) and (vi) below, pay you compensation of an amount which could be reasonably and properly expected, taking into account all the relevant circumstances (excluding any insurance premiums or amendment charges). Any sums received by you from suppliers such as from airlines due to the Denied Boarding Regulations 1992 (in this case sums paid by the airline constitute the full amount of your entitlement to compensation for all matters flowing from the airline's actions) will be deducted from any sum paid to you as compensation by us.
- (iii) For claims which involve death or personal injury as a result of an activity forming part of your tour, we accept liability subject to paragraphs (i) above and (iv) below. If we accept liability, we will, subject to paragraphs (v), (vi) and (vii) below, pay you reasonable compensation.
- (iv) We accept liability in accordance with paragraphs (i), (ii) and (iii) above and subject to paragraphs (v) and (vi) below except where the cause of the failure in your tour or any death or personal injury you may suffer is not due to any fault on our part or that of our servants, agents or suppliers, and is either attributable to someone unconnected with the trip and is unforeseeable or unavoidable, or due to unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which neither we, nor our servants, agents or suppliers could have foreseen or forestalled.
- (v) Where a claim (whether for personal injury or non personal injury) arises out of loss or damage suffered during the course of air travel, rail travel, sea travel, road travel or hotel accommodation, the amount of compensation you will receive will be limited in accordance with and/or in an identical manner to the provisions of any relevant International Conventions, namely the Warsaw Convention 1929, (including as amended by the Hague Protocol) the Berne Convention 1961, the Athens Convention 1974, the Geneva Convention 1973 and the Paris Convention 1962. For the avoidance of doubt, this means that we are to be regarded as having all benefit of any limitations of compensation contained in any of these Conventions or any other international conventions applicable to your trip.
- (vi) It should be noted that our acceptance of liability in paragraphs

(ii), (iii) and (iv) above is conditional upon you assigning any rights that you may have against any of our servants, agents or suppliers which is in any way responsible for the failure of your tour or any death or personal injury you may suffer. Finally, it is a condition precedent of such acceptance of liability that you follow the procedures for the notification of complaints set out in the clause below relating to complaints.

- (vii) Other than as set out above, and as is detailed elsewhere in these Bookings Conditions, we shall have no legal liability whatsoever to you for any loss, damage, personal injury or death which you suffer arising directly or indirectly from any aspect of your tour. You must also tell us and the supplier concerned about your claim or complaint as set out in Clause 14 below.

12. Complaints and Problems

In the unlikely event that you have any reason to complain or experience any problems with your tour whilst away, you must immediately inform our Tour Manager and the supplier of the service(s) in question. Any verbal notification must be put in writing by the Group Organiser on your behalf 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, and in order that any complaints can be dealt with quickly and efficiently, the Group Organiser must write to us on your behalf and on behalf of any other member of the group affected by the same complaint, within 14 days of your return. All complaints will be dealt with via the Group Organiser, unless we agree otherwise with you or the Group Organiser, in writing. For all complaints and claims, which do not involve personal injury, illness or death, we regret we cannot accept liability in respect of claims received after this period or if they have not been reported to our Tour Manager.

13. 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, manager or other supplier. If you fail to do so, you will be responsible for meeting any claims (including legal costs) subsequently made against us 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, annoyance or distress to any third party or damage to property, we are entitled, without prior notice, to terminate the tour 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. **ALCOHOL AND SMOKING IS STRICTLY PROHIBITED ON OUR COACHES.**

14. Conditions of Suppliers

Independent suppliers provide many of the services that make up your tour. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the suppliers' liability to you, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions are available on request from us or the supplier concerned.

15. **Special Requests and Medical Conditions**

Although we endeavour to pass any reasonable requests on to the relevant supplier, we regret we cannot promise that any request will be complied with unless we have specifically confirmed this in writing. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your Confirmation 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, ie, 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 tour, 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 feel unable to properly accommodate the particular needs of the person concerned, we must reserve the right to decline/cancel their reservation.

16. **Passports, Visas and Health Requirements**

A full British passport is required for all our tours and presently takes approximately 10 weeks to obtain. Requirements may change and you must check the up to date position in good time before departure. Visas for UK passport holders are not required. For information on health please refer to the DSS leaflet T6 (Health Advice for Travellers) obtainable from your local Department of Health office and most Post Offices. For European tours it is recommended to obtain an EHIC card (which replaced the E111 card in Jan 2006), together with personal Travel Insurance. – see Clause 7). It is your responsibility to ensure that you are in possession of all necessary travel and health documents before departure. You must pay all costs incurred in obtaining such documentation. We regret we cannot accept any liability if you 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. If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly.

17. **Financial Security**

In compliance with the UK Package Travel, Package Holidays and Package Tours Regulations 1992, all travel and accommodation monies received are placed in a holding Trust Account, which is independently monitored and policed by an Independent Trustee.

The Trust Account ensures that if European Connoisseurs Travel Limited cannot meet its liabilities, the Trustee can use the funds in the Trust Account to refund monies to clients who have not yet travelled, or to repatriate them as necessary.

When you buy an ATOL protected air package or flight from European Connoisseurs Travel Limited you will receive a confirmation invoice from us confirming your arrangements and your protection under our Air Travel Organiser's License number W6545. In the unlikely event of our insolvency, the CAA will ensure that you are not 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.

18. **Brochure Accuracy**

Please note the information and prices shown in our leaflets and on our website may have changed by the time you come to book your chosen arrangements. Whilst every effort is made to ensure accuracy at the time of printing, regrettably errors do occasionally occur. You must, therefore, ensure you check all details of your chosen tour (including the price) with us at the time of booking.

19. **Law & Jurisdiction**

Your contract with us and any matters arising from it shall be subject to English law and to the jurisdiction of the Court of England & Wales. If you are resident in Scotland or Northern Ireland, the Courts of Scotland and Northern Ireland can deal with any disputes.

20. **Delay**

For a delay of 12 hours or more you may be entitled to compensation of £20 per person, (please refer to our insurance policy for details).

21. **Safety Standard**

Please note, it is the requirements and standards of the country in which any services which make up your tour, 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 be lower.

22. **Hotels**

We describe the hotels as accurately as we can and we also make inspection visits to the hotels to satisfy ourselves that standards and facilities are maintained as described in the hotel brochure. Facilities vary in how many double bedded rooms are available. If doubles are unavailable, a twin bedded room will be offered, which is 2 single beds next to each other. Larger rooms for 3-4 persons may not always be available and can vary in size. A triple room will have either a double bed and a single bed, or three single beds, or the room could have an extra bed put into a double room which could be a foldaway bed. Please note that most hotel rooms in Europe may not provide kettles as part of the bedroom facilities.

23. **Optional Excursions (Extras)**

All optional excursions or extras offered are subject to local conditions ie. road closures, religious festivals, etc. Timings may need to be altered as a result. Certain excursions may only be operated if a minimum number is reached.



www.ecttravel.com

☎ 01225 469508 (Operations)
e-mail: info@ecttravel.com

☎ 01225 333747 (Sales)
e-mail: sales@ecttravel.com