



clubeurope
group travel

BOOKING
CONDITIONS
FOR YOUR
2023 TOUR

www.clubeurope.co.uk

Booking Conditions

These Booking Conditions, together with our privacy policy and any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with Club Europe Holidays Ltd, trading as Club Europe Concert Tours and Club Europe International Concert Tours, Club Europe Ski Tours, Club Europe Educational Tours, Club Europe History Tours, Club Europe Geography Tours, Club Europe Sports Tours, Club Europe and Club Europe International Tours ("we" or "us"). Please read them carefully as they set out our respective rights and obligations. In these Booking Conditions references to "you" and "your" include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

A 'package' and 'lack of conformity' have the same meaning as in the Package Travel and Linked Travel Arrangements Regulations 2018 and 'tour' refers to all the school tour and other arrangements detailed on your confirmation (including any additions or amendments).

By making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that:-

- a He/she has read these terms and conditions and has the authority to and does agree to be bound by them;
- b He/she consents to our use of information in accordance with our Privacy Policy;
- c He/she is over 18 years of age and resident in the United Kingdom or the country from which the tour is originating and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services.

Our agreement

You will receive information about the main characteristics relating to your tour before a binding agreement between you and us comes into existence. That information, these conditions together with our Privacy Notice and any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with us. Please read all these documents carefully as they set out our respective rights and obligations. By making a booking, you agree to be bound by all of them.

The key terms of our agreement are:-

Key terms

- You will enter into a binding contract with us when we issue our confirmation. If you then cancel your tour, you will be required to pay cancellation charges up to 100% of the cost of your tour, depending on how long before travel you cancel, and/or the terms and conditions of the suppliers whose services make up your tour.
- You can make changes to your confirmed tour in certain circumstances. We will make a charge for processing these changes.
- We may make changes to and cancel your confirmed tour but we will provide suitable alternatives and pay you compensation in certain circumstances if we do so;

- We are responsible for making sure your confirmed tour is not performed negligently but there are some limits on and exceptions to this.

1. Booking and Paying For Your Arrangements

A booking is made with us when a) you tell us that you would like to accept our written or verbal quotation; and b) you pay us a deposit. You will be advised of the deposit amount in your quotation as well as on your confirmation of booking.

If you are booking within 60 days of departure, full payment is due at the time of booking; and c) we issue you with a booking confirmation. We reserve the right to return your deposit and decline to issue a confirmation at our absolute discretion. A binding contract will come into existence between you and us as soon as we have issued you with a booking confirmation that will confirm the details of your booking and will be sent to you by email. It will also appear in your online portal "My Club Europe".

For customers residing in the UK, if your confirmed tour includes a flight, we will also issue you with an ATOL Certificate. Upon receipt, if you believe that any details on the ATOL Certificate confirmation or any other document are wrong you must advise us immediately as changes can not be made later and it may harm your rights if we are not notified of any inaccuracies in any document within ten days of our sending it out (five days for tickets). The balance of the cost of your arrangements (including any applicable surcharge) is due not less than 60 days prior to scheduled departure. If we do not receive this balance in full and on time, we reserve the right to treat your booking as cancelled by you in which case the cancellation charges set out in clause 8 below will become payable.

Any money paid to an authorised agent of ours in respect of a booking covered by our ATOL is held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust at all times, but subject to the agent's obligation to pay it to us for so long as we do not fail financially. If we do fail financially, any money held at that time by the agent or subsequently accepted from the consumer by the agent, is and continues to be held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us.

If you reside outside the UK then you will not be covered under the ATOL scheme.

2. Accuracy

We endeavour to ensure that all the information and prices both on our website and in our brochures are accurate; however occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the arrangements that you wish to book before your booking is confirmed. We will not be liable for booking errors which are attributable to you or which are caused by unavoidable and extraordinary circumstances as defined in clause 10.

3. Insurance

Adequate travel insurance is a condition of your contract with us. You must be satisfied that your insurance fully covers all your personal requirements including pre-existing medical conditions, cancellation charges, medical expenses and repatriation in the event of accident or illness. If you choose to travel without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

4. Pricing

The price of your travel arrangements has been calculated using exchange rates quoted in the "Financial Times Guide to World Currencies" of on 26/09/2022 in relation to the following currencies:

£1: € 1.14
 £1: CHF 1.10
 £1: \$US 1.14
 £1: \$CAN 1.52
 £1: \$AUS 1.70
 £1: \$NZ 1.91
 £1: \$HKG 8.98
 £1: YEN 163

We reserve the right to amend the price of unsold tours at any time and correct errors in the prices of confirmed tours.

The price of your confirmed arrangements is subject to variations which occur solely as a direct consequence of changes in:-

- (a) the price of the carriage of passengers resulting from the cost of fuel or other power sources; or
- (b) the level of taxes or fees on your confirmed arrangements imposed by third parties not directly involved in the performance of the package, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; or
- (c) the exchange rates relevant to the package.

Price variations will be calculated by applying the cost differential we experience as a result of the above factors. Prices may go up or down and we will notify you about any variation by sending you a calculation explaining the variation no less than 20 days before you are due to depart. We will not vary the price of your tour within 20 days of your departure.

We will absorb, and you will not be charged for, any increase equivalent to 2% of the price of your tour, which excludes insurance premiums and any amendment charges. But if any increase amounts to more than 8% of the price of your tour (excluding any insurance premiums, amendment charges and/or additional services), we will offer you the options in clause 9.

If prices go down as a result of the above factors, we will make a reflective refund, but we will also deduct our administrative expenses from what is owed to you and this may extinguish the value of the refund due.

Also, note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on price due to contractual protections in place

5. Jurisdiction and applicable law

These Booking Conditions and any agreement to which they apply are governed in all respects by English law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Courts of England and Wales only. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you live in those places and if you wish to do so.

6. Cutting your tour short

If you are forced to return home early, we cannot refund the cost of any services you have not used. If you cut short your tour and return home early in circumstances where you have no reasonable cause for complaint about the standard of accommodation and services provided, we will not offer you any refund for that part of your tour not completed, or be liable for any associated costs you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.

7. Changes and Cancellations to a booking by you

I. If you Change

If you wish to change any part of your confirmed tour after our confirmation invoice has been issued, you must inform us in writing as soon as possible. This should be done by the first named person on the booking. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change. Where we can meet a request, all changes will be subject to payment of an administration fee of £50 per person per change as well as any applicable rate changes or extra costs incurred as well as any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible. Where we are unable to assist you and you do not wish to proceed with the original booking we will treat this as a cancellation by you. A cancellation fee may be payable.

Note: Certain arrangements may not be amended after they have been confirmed and any alteration or cancellation could incur a cancellation charge of up to 100% of that part of the tour in addition to the charge above.

II. If you Cancel

If you or any other member of your party decides to cancel your confirmed booking you must notify us in writing. Your notice of cancellation will only take effect when it is received in writing by us at our offices and will be effective from the date on which we receive it. We recommend that you use recorded delivery. Since we incur costs in cancelling your tour, you will have to pay the applicable cancellation charges up to the maximum shown below (The cancellation charge detailed is calculated on the basis of the total cost payable by the person(s) cancelling excluding insurance premiums and amendment charges which are not refundable in the event of the person(s) to whom they apply cancelling):-

Period before departure in which you notify us	Cancellation charge
More than 70 days	Deposit only
70 to 29 days	70% of holiday cost
28 to 15 day	90% of holiday cost
14 days to day of departure	100% of holiday cost

Note: Certain arrangements may not be amended after they have been confirmed and any alteration or cancellation could incur a cancellation charge of up to 100% of that part of the arrangements in addition to the charge above.

The cost of any flights is non-refundable after they have been purchased where the airline applies a 100% cancellation charge after booking (which is usually the case where full payment has to be made at the time of booking). This cost may exceed the deposit(s) paid. If this is the case, the amount by which the flight cost exceeds the deposit(s) paid will be payable in addition to the deposit(s) for the group members who are cancelling.

If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges. We will deduct the cancellation charge(s) from any monies you have already paid to us.

You may cancel any tour prior to its commencement (following the process outlined above) in the event that i) circumstances amounting to unavoidable and extraordinary circumstances (as set out in clause 10) are occurring at the place where your tour is due to be performed or its immediate vicinity; ii) those circumstances make it impossible to travel safely to the travel destination, and; iii) the performance of your tour will be significantly affected by those unavoidable and extraordinary circumstances. In this event, you will receive a refund without undue delay of any payments made but this the maximum extent of our liability and we regret we cannot meet any other expenses or losses you may incur as a result.

8. Transferring a booking

If any member of your party is prevented from travelling, that person(s) may transfer their place to someone else (introduced by you and satisfying all the conditions applicable to the tour, including an agreement to these booking conditions) providing we are notified in writing not less than seven days before departure and you pay an amendment fee and meet all costs and charges incurred by us and/or incurred or imposed by us or any of our suppliers. Both you and the person to whom you would like to transfer your tour shall be jointly and severally liable for the payment of any balance due and for any additional fees, charges or other costs arising from the transfer. If you are unable to find a replacement, cancellation charges as set out below will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services. For flight inclusive bookings, most airlines do not permit name changes after tickets have been issued for any reason, you will have to pay the full cost of an alternative flight (if available) if you wish to transfer after tickets have been issued.

9. Changes to your booking by us

It is unlikely that we will have to make any changes to your tour, but we do plan the arrangements many months in advance. Occasionally, we may have to make changes and we reserve the right to do so at any time.

We also reserve the right in any circumstances to cancel your tour but we will not cancel it less than 9 weeks before your departure date, except for unavoidable and extraordinary circumstances as set out in clause 10, failure by you to pay the final balance, or because the minimum number required for the tour to go ahead hasn't been reached (in this case we will inform you of this fact no later than 20 days before the tour is due to start).

If we make an insignificant change to the main characteristics of your tour we will try to notify the change to you as soon as reasonably possible before your departure but we will not notify you about any other insignificant change. We will have no other responsibilities to you in respect of any insignificant changes. Examples of an "insignificant change" made before departure would include:

- Any change in the advertised identity of the carrier(s), flight timings, and/or aircraft type.
- A change of outward departure time or overall length of your tour of twelve hours or less.
- A change of accommodation to another of the same standard or classification.

Occasionally we may have to make a significant change to your confirmed tour and we reserve the right to do so. A significant change is one where we or a supplier significantly alters any essential element of your tour (other than the price) owing to circumstances beyond their or our control. Examples of "significant changes" made before departure include the following:

- A change of accommodation area for the whole or a significant part of your time away.
- A change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away.
- A change of outward departure time or overall length of your arrangements of twelve or more hours.
- A change of UK departure airport, as long as that change is not from one London airport to another London airport.
- London airports are Heathrow, Gatwick, Stansted, Luton and London City.
- A change of departure airport if your tour departs from outside the UK and the alternative airport is not deemed to be in the same City.
- A significant change to your itinerary, missing out one or more destination entirely.
- Where our supplier can no longer fulfil any special requirements that we have accepted and confirmed on our confirmation invoice and this will have a significant impact on your tour.
- Where the price of your tour is increased by more than 8% of the price of your tour (excluding any insurance premiums, amendment charges and/or additional services).

If we or the supplier has to make a significant change or cancel before departure, we will inform you without undue delay and if there is time to do so before departure, we will offer you the choice of the following options:-

- i (for significant changes) agreeing to the changed tour,
- ii accepting the cancellation or terminating the contract for the tour and receiving a refund (without undue delay) of all monies paid; or
- iii accepting an offer of alternative arrangements of comparable standard from us, if available.

(In the event that any proposed change or alternative offered results in a reduction or increase in the price you have agreed to pay or an increase or decrease in the quality of arrangements we have agreed to provide, we will also notify you of any price reduction or additional amount due).

You must notify us of your choice within 7 days of our offer. If you fail to do so, we will contact you again, re-iterating the above choices and sums payable or refundable and if you again fail to respond within 7 days, we may terminate the contract and refund all payments made by you without undue delay.

Where you choose option ii), we will where appropriate, pay you reasonable compensation, subject to the limitations and exclusions in section B of clause 15.

We will not pay you compensation where:-

- i) we make a significant change or cancel before you have paid the final balance of the cost of your tour;
- ii) we make a significant change or cancel as a result of unavoidable and extraordinary circumstances as set out in clause 10;
- iii) we cancel your tour no later than 20 days before they are due to start because the minimum number of participants to run them has not been reached.

We will not make a price reduction or pay you compensation; and the above options will not be available where:-

- i) we make an insignificant change;
- ii) we cancel as a result of any failure by you (including a failure to make payment in accordance with these terms);
- iii) where the change(s) or cancellation by us arises out of alterations to the confirmed booking requested by you.

Changes and cancellations to your tour after departure

If we become unable to provide a significant proportion of your tour arrangements after you have departed, we will try to offer you suitable alternative arrangements of, where possible, equivalent or higher quality than those specified in the contract. If the alternative arrangements we make are of a lower quality than those you originally booked, we will make a price reduction. Where our original agreement included return transport we will also provide you with equivalent transport back to your place of departure without undue delay or additional cost. You may reject the proposed alternative arrangements only if they are not comparable to what we originally promised to provide or if the price reduction we offer is inadequate. Where we are unable to make suitable alternative arrangements or you reject the proposed alternative arrangements in accordance with this clause, where appropriate, we will pay you compensation subject to section B of clause 15.

10. Unavoidable and extraordinary circumstances

Except where otherwise expressly stated in these booking conditions we will not be liable to pay you compensation if our contractual obligations to you are affected by unavoidable and extraordinary circumstances beyond the control of the party who seeks to rely on them which we or the supplier(s) of the service(s) in question could not avoid even if all reasonable measures had been taken.

These events can include, but are not limited to war, threat of war, civil strife, terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority including port or river authorities, industrial dispute, lock closure, natural or nuclear disaster, fire, chemical or biological disaster and adverse weather, sea, ice and river conditions and all similar events outside our or the supplier(s) concerned control. Advice from The Foreign, Commonwealth & Development Office (FCDO) to avoid or leave a particular country may constitute unavoidable and extraordinary circumstances as may any consequences of the UK's decision to leave the European Union, or any consequences of it so leaving.

Assistance in the event of difficulty or unavoidable and extraordinary circumstances

We will provide appropriate assistance without undue delay in the event that you experience difficulty including where you are unable to return to your agreed point of departure because of unavoidable and extraordinary circumstances which directly prevent you from returning to your point of departure. Such assistance will extend to providing appropriate information on health services, local authorities and consular assistance; and helping you to make distance communications and to find alternative travel arrangements. We will charge a reasonable fee for such assistance if the difficulty is caused by you intentionally or as a result of your act or omission. In the event such assistance is needed please contact our local representative.

11. Special Requests

Any special requests must be advised to us at the time of booking e.g. diet, room location, a particular facility at the accommodation etc. You should then confirm your requests in writing. Whilst every effort will be made by us to try and arrange your reasonable special requests, we cannot guarantee that they will be fulfilled. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed. We do not accept bookings that are conditional upon any special request being met.

12. Disabilities and Medical Problems

We will give you information about whether the tour you have chosen are generally suitable for persons with reduced mobility but if you or any member of your party has any precise medical problem or disability which may affect your chosen tour, please provide us with full details before we issue our confirmation. We will only provide precise information on the suitability of the trip or holiday taking into account your needs if you specifically request us to do so. Acting reasonably, if the supplier is unable to properly accommodate your needs, we will not confirm your booking on their behalf and/or if you did not give us full details at the time of booking, on the supplier's instruction, we will treat it as cancelled by you when we become aware of these details.

13. Complaints and dispute resolution

We make every effort to ensure that your tour arrangements run smoothly but if you do have a problem during your tour, please inform the relevant supplier (e.g. your accommodation supplier) immediately who will endeavour to put things right. If your

complaint is not resolved locally, please contact Club Europe's 24hr Duty Officer on duty@club-europe.co.uk. If the problem cannot be resolved and you wish to complain further, you must send formal written notice of your complaint to us within 28 days of the end of your stay, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. Failure to follow the procedure set out in this clause may affect ours and the applicable supplier's ability to investigate your complaint, and may affect your rights under this contract.

Any complaints arising out of, or in connection with this contract that can not be resolved by following the above procedure should be referred to dispute resolution (see clause 21).

14. Your Behaviour

All guests staying with us are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of other guests. If in our opinion or in the opinion of any accommodation manager or any other person in authority, your behaviour or that of any member of your party is causing or is likely to cause distress, danger or annoyance to any of our other guests or any third party or damage to property, or to cause a delay or diversion to transportation, we reserve the right to terminate your tour with us immediately. In the event of such termination our liability to you and/or your party will cease and you and/or your party will be required to leave your accommodation or other service immediately. We will have no further obligations to you and/or your party. No refunds for lost accommodation or any other service will be made and we will not pay any expenses or costs incurred as a result of termination. You and/or your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to the accommodation manager or other supplier prior to departure from the accommodation.

If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you. We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your tour with us.

The Party Leader accepts responsibility for the good conduct of all participants during the tour and warrants that the correct ratio of responsible adults will be on active duty at all times to ensure that all participants behave well. Furthermore, it is the Party Leader's responsibility specifically to ensure that:

- a. No participant under 18 years of age consumes alcoholic drinks unless written permission from a parent or guardian can be produced. All local laws relating to the consumption of alcohol must at all times be obeyed by participants.
- b. No participant consumes alcohol to excess.
- c. Participants comply with local laws.
- d. No participant uses illegal substances.
- e. No participant smokes in a public area or in any other way causes a fire hazard.

- f. All party members wear the seat belts provided for all journeys by coach. (Not always applicable to coaches sourced overseas).
- g. Participants act in a responsible way and do not behave in a way likely to cause damage to property or offence to other people.

15. Our Responsibilities:

Where we refer to a 'price reduction' in this clause, we mean that we will give you an appropriate reduction in the price you paid for the tour affected for any period during which there was lack of conformity, (unless that lack of conformity is attributable to you). Where we refer to 'compensation', we will pay you appropriate compensation without undue delay for any damage which you sustain as a result of any lack of conformity subject to the limitations and exclusions in section B of this clause 15.

A. We accept responsibility as an "organiser" under the Package Travel and Linked Travel Arrangements Regulations 2018.

Subject to these booking conditions, if we fail to arrange or perform your package arrangements in accordance with our agreement, we will remedy any resulting lack of conformity. If that is impossible or entails disproportionate costs (taking into account the extent of the lack of conformity and the value of the arrangements affected), we will instead pay you compensation subject to clause B of this clause.

Please note in relation to all bookings:

- it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.
- It is a condition of our acceptance of the responsibility above that you inform us and the supplier(s) concerned without undue delay of the lack of conformity you perceive; and allow us a reasonable period in which to remedy it. Please contact Club Europe's 24hr Duty Officer on duty@club-europe.co.uk.

B. Limitations and exclusions of responsibility

In these terms and conditions, our responsibilities are limited, and our duty to pay compensation is limited and excluded as follows:-

We will not be responsible, make a price reduction or pay you compensation for any lack of conformity, injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:-

- (a) the act(s) and/or omission(s) of the person(s) affected;
- (b) the act(s) and/or omission(s) of a third party unconnected with the provision of your arrangements and which were unforeseeable or unavoidable; or
- (c) Unavoidable and extraordinary circumstances as set out in clause 10.

We will not be responsible, make a price reduction or pay compensation:-

- a) for services or facilities which do not form part of our agreement or where they are not advertised by us. For example any excursion you book while away, or any service or facility which your hotel or any other supplier agrees to provide for you.

- b) for any damage, loss or expense or other sum(s) of any description which on the basis of the information given to us by you concerning your tour prior to them being confirmed, we could not have foreseen you would suffer or incur if we breached our contract with you; or that relate to any business.

Any price reduction or compensation that is payable will be calculated taking into consideration all relevant factors for example (but not limited to):-

- (a) whether or not you have followed the complaints and notifications procedure as described in these conditions. It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.
- (b) the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your tour.
- (c) deduction that we must make to take account of any money which you have received or are entitled to receive from any transport provider or hotelier for the complaint or claim in question.

(Please also note that where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.)

Luggage or personal possessions and money

The maximum amount we will have to pay you in respect of any claim for loss of and/or damage to any luggage or personal possessions or money is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are assumed to have adequate insurance in place to cover any losses of this kind.

Claims covered by an International Convention

When arranging transportation for you, we rely on the terms and conditions contained within any applicable International Conventions. The extent of or the conditions under which compensation is to be paid or liability accepted will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Paris Convention (with respect to hotel arrangements). You can ask us for copies of these Conventions.

Any other claims which don't involve injury, illness, death or damage caused by us or our suppliers intentionally or negligently; or other liability that can't be limited by law.

The maximum amount we will have to pay you in respect of all such claims is three times the price 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 or your party has not received any benefit at all from your tour.

16. Excursions

Excursions or other tours that you may choose to book or pay for whilst you are on tour are not part of your contracted arrangements with us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

17. Financial security

ATOL licence 4249

For customers residing in the UK, we provide full financial protection for our package holidays, flight inclusive by way of our Air Travel Organiser's Licence number 4249, issued by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 OYR, UK, telephone 0333 103 6350, email claims@caa.co.uk.

When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder.

However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL Scheme (or your credit card issuer where applicable).

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable).

You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

ABTOT no 5520

The Association of Bonded Travel Organisers Trust Limited (ABTOT) provides financial protection under The Package Travel and Linked Travel Arrangements Regulations 2018 for Club Europe no. 5520, and in the event of their insolvency, protection is provided for:

- Non-flight packages

ABTOT cover provides for a refund in the event you have not yet travelled or repatriation if transportation was included in your package. Please note that bookings made outside the UK are only protected by ABTOT when purchased directly with Club Europe.

In the unlikely event that you require assistance whilst abroad due to our financial failure, please call our 24/7 helpline on 01702 811397 and advise you are a customer of an ABTOT protected travel company.

You can access The Package Travel and Linked Travel Arrangements Regulations 2018 here:

<https://www.legislation.gov.uk/uksi/2018/634/contents/made>

You can find out more about ABTOT here:

<https://www.abtot.com/>

18. Passport, Visa and Immigration Requirements and Health Formalities

It is your responsibility to check and fulfil the passport, visa, health and immigration requirements applicable to your itinerary. We can only provide general information about this. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable. Requirements do change and you must check the up to date position in good time before departure.

Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year, you should check with the Embassy of the country you are visiting. For further information contact the Passport Office in your country of residence. For UK customers visit www.passport.gov.uk or call 0870 5210410.

Special conditions apply for travel to the USA, and all passengers must have individual machine readable passports. For UK customers please check www.usembassy.org.uk.

For European tours an EHIC card remains valid, however new GHIC cards will replace this scheme now that the UK has left the EU. Details on how to obtain these cards can be found at [www.https://www.nhs.uk/using-the-nhs/healthcare-abroad/apply-for-a-free-uk-global-health-insurance-card-ghic/](https://www.nhs.uk/using-the-nhs/healthcare-abroad/apply-for-a-free-uk-global-health-insurance-card-ghic/) All passengers are expected to have adequate medical travel insurance in place before they depart to cover them in the event of any medical requirements.

Up to date travel advice can be obtained from The Foreign, Commonwealth & Development Office, visit www.fco.gov.uk

Non British passport holders, including other EU nationals, should obtain up to date advice on passport and visa requirements from the Embassy, High Commission or Consulate of your destination or country(ies) through which you are travelling, We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities.

19. Conditions of Suppliers

Many of the services which make up your tour are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions Those suppliers provide these services in accordance with their own terms and conditions which will form part of your contract with us. Some of these terms and conditions may limit or exclude the supplier's 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 ourselves or the supplier concerned.

20. Delays, Missed Transport Arrangements and other Travel Information

The carrier(s), flight timings and types of aircraft shown in this brochure or on our website and detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. We shall inform you of the identity of the actual carrier(s) as soon as we become aware of it. The latest flight

timings will be shown on your tickets which will be despatched to you approximately two weeks before departure. You should check your tickets very carefully immediately on receipt to ensure you have the correct flight times. If flight times change after tickets have been despatched we will contact you as soon as we can to let you know.

Under passenger rights 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 will be publicised at relevant airports and available from airlines.

If the airline does not comply with these rules you should complain to the Civil Aviation Authority at www.caa.co.uk/passengers. Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your tour price from us. If, for any reason, you do not claim against the airline and make a claim for compensation from us, you must, at the time of payment of any compensation to you, make a complete assignment to us of the rights you have against the airline in relation to the claim that gives rise to that compensation payment. A delay or cancellation to your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight.

This brochure is our responsibility, as your tour operator. It is not issued on behalf of, and does not commit the airlines mentioned herein or any airline whose services are used in the course of your travel arrangements.

21. ABTA V2679

We are a Member of ABTA, membership number V2679. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to www.abta.com to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on www.abta.com.