

CONCERT TOURS • SCHOOL TOURS • SKI TOURS • SPORTS TOURS

SAFETY MANAGEMENT SYSTEM AND PRIVACY NOTICE

SCHOOL TRAVEL SCHOOL TRAVEL SCHOOL TRAVEL

www.clubeurope.co.uk



Our Covid Promise to you Transparent and tailor-made to ensure the best

outcome for you.

We have updated our Covid Promise following the positive updates given by the Department for Education. This is our commitment to working with all our schools - whether you're a booked client or a prospective client - on an individual basis to ensure the best possible outcome for you.

Despite our best efforts, the school travel industry has been unable to secure insurance to cover against non-FCDO issues, such as the current Department for Education (DfE) ban on international trips, local lockdowns etc. Although no commercial insurer will provide this cover, we believe that schemes such as RPA and some school insurers may continue to cover these eventualities. In any event, it is our pledge to ensure that, if any DfE restrictions are in place that could disrupt your trip, we will work to either postpone your tour to a later date or issue you with as much refund as we are able to secure from our suppliers. This has been our approach throughout the pandemic and we believe we have acted in the best interests of our clients to deliver a solution that is fair. Our tailored Promise fits around your group offering new flexible terms and is offered to both booked and prospective clients, as we see no reason to distinguish:

- Full cash refund or deferral of your tour to a future date should FCDO advice be in place for your tour destination 30 days prior to departure, providing your payments are up to date.
- Full cash refund or deferral if quarantine of more than 24hrs is required on arrival at destination, providing your payments are up to date.
- Flexibility on deposit payment amounts.
- Flexibility of deposit due dates.
- Flexibility on final payment date.
- Flexibility on final numbers up to 10% reduction in your tour numbers, with no loss of deposits on those reductions, before submission of final passenger list. We reserve the right to recost the tour on the basis of lower numbers.

In short, our commitment is to work with you to give you the best service for your school.

Please email our MD, Tim Johnson to discuss any aspect of your trip to ensure you and your finance team are happy with the protection we can offer.



CERTIFICATE OF COMPLIANCE

This is to certify that Checkpoint Solutions has inspected the Safety Management System of

Club Europe Group Travel Ltd incl. Club Europe Ski Tours; Club Europe Concert Tours; Club Europe Educational Tours; Club Europe Sports Tours

and confirm that it complies to the requirements of the School Travel Forum Code of Practice

This certificate is valid for one year and must be renewed prior to its expiry date below.

Signed:

Expiry Date: 04/11/2023

Chairman



Council for Learning Outside the Classroom

Learning Outside the Classroom Quality Badge

Awarded to:

Club Europe Group Travel Ltd

This organisation has therefore pledged to:

- Engage in an ongoing process to sustain high quality learning outside the classroom
- Meet all of the Learning Outside the Classroom Quality Badge indicators

011

Dr Anne Hunt Chief Executive, Council for Learning Outside the Classroom

Certificate no. R2Q

· R2QB100769

Date issued:

27/10/2022

Expiry date:

04/11/2023

www.lotcqualitybadge.org.uk

The Council for Learning Outside the Classroom is registered in the United Kingdom no. 6778701.



Safety on school visits

A major initiative to help teachers and schools.

Supported by



Club Europe is an assured member of the School Travel Forum

The School Travel Forum is a group of leading school tour operators who promote good practice and safety in school travel.

All Assured Members of the STF adhere to a rigorous Code of Practice and Safety Management Standards and are externally verified each year by suitably qualified independent Health and Safety professionals.

Choosing an STF Assured Member ensures teachers and schools are meeting the requirements of DCSF and Scottish Executive guidelines and that they can delegate important tasks with confidence.

During the course of developing the STF Code of Practice, and in addition to liaising with theDCSF, advice has been sought from all leading educational Unions and Associations. The STF initiative is welcomed by the Outdoor Education Advisors Panel (OEAP) and the DCSF. It has the support of the ASCL, NAHT, ATL, NUT, Voice – The union for education professionals and the NASUWT advises members wishing to organise school trips to use companies that have this type of scheme. Details of the School Travel Forum Code of Practice are available from Club Europe. Alternatively you can visit the School Travel Forum website **www.schooltravelforum.com**

Whilst these guidelines only technically cover state schools in England, the advice they contain and the information regarding the School Travel Forum Safety Management Standard will undoubtedly be of interest to any school in the United Kingdom which undertakes educational visits, in the interests of establishing best practice.



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1. Statement

Club Europe is committed to providing a safe & secure environment for our clients and staff. Our Safety Management System (SMS) takes all reasonable steps to ensure that this is achieved. As a Tour Operator specialising in European and long haul tours for student groups we have developed our SMS policy over the past 39 years in conjunction with our suppliers and have received advice and guidance from relevant recognised bodies including RoSPA and Checkpoint Health & Safety group. Club Europe complies in full with the DCSF guidance on school visits and is externally verified on an annual basis.

Club Europe maintains a focus on safety and professionalism at all times.

This is achieved by: -

- Ensuring suppliers of each component of a tour fully comply with EU legislation (where directly applicable), national or local government regulations in regard to hygiene, fire, and other safety standards.
- Providing a contract to all our suppliers of accommodation, transport, ski school and ski hire detailing what is expected of them.
- Ensuring Club Europe staff receive suitable training by external consultants on carrying out assessment of suppliers; in conjunction with the guidelines set out in our SMS.
- Ensuring that Club Europe staff are trained to respond quickly and efficiently in the event of an emergency.
- Ensuring that the School Travel Forum (STF) minimum standards for Health & Safety are incorporated into our SMS.
- Undergoing a comprehensive external verification on a annual basis, by suitably qualified consultants appointed by STF.

The review and updating of this system is ongoing and carried out in conjunction with advice from external consultants. A formal review will be completed on an annual basis.



Tim Johnson Managing Director 1st December 2022

2. SMS Monitoring and Review

The SMS, which has been developed by Club Europe Group Travel, clearly sets out standards that we expect to be met in each component of a tour. The SMS will be reviewed on an annual basis by the Directors who will oversee the management of the system.

Club Europe personnel should notify their line Manager of any situation that has the potential for serious danger to clients and also any noted weaknesses in the SMS.

Managers are to report on a regular basis to the Directors regarding the general implementation of the SMS and monitoring its activities ie: audits.

Club Europe's Safety Management Standards will be independently assessed and verified by an approved external Health & Safety Consultant.

Covid-19

We have drawn up a comprehensive Covid-19 information document for school groups travelling with Club Europe. This includes country-to-country advice and an FAQs section and will support you before and during your tour.

You can read it here.

3. Staff Training

3.1 General Staff Training

Club Europe staff receive regular training in all areas for which they are responsible. This ranges from detailed product knowledge through to assessment of all components of a tour, such as accommodation, transport etc.

3.2 Auditor Training

All in-house auditors will complete an STF approved initial training course. This training will enable them to analyse the results of a Standard Accommodation Audit (4.2) as well as conduct a Supplementary Accommodation Audit (4.3) in a satisfactory manner, giving recommendations where appropriate.

Before being allowed to undertake Supplementary Accommodation Audits or assess Standard Accommodation Audits independently, new auditors will be accompanied during a Supplementary Audit and assessed as competent by an auditor with a minimum of 2 years' experience.

For this training Club Europe employs the services of suitably qualified safety consultants on an annual basis. All training is monitored and a record is kept of all training undertaken.

3.3 Crisis Management Training

In addition, Club Europe staff receive regular training in how to manage a crisis. This is delivered by Checkpoint H&S and Touchstone who are specialists in this area for the Travel and Leisure industries.

4. Accommodation

4.1 Accommodation Contract and Certification

For each accommodation centre used in our programmes or featured in our brochures, Club Europe will ensure there is a signed accommodation contract or agent agreement confirming that the accommodation conforms to local and national fire, safety and hygiene standards and liability insurance cover for the duration of the contract. Wherever possible, copies of the relevant documents will be obtained.

Confirmation that the contract conditions are still being met will be obtained every three years.

4.2 SMS Standard Accommodation Audit

This document aims to audit every aspect of fire safety, security, hygiene and the centre's general facilities.

All accommodation used or featured in Club Europe brochures will be subject to a standard audit prior to first use and thereafter at a maximum interval of three years.

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The Standard Audit will be completed by Club Europe personnel, accommodation centre manager, or agent.

The results will be assessed by suitably qualified members of Club Europe. Any areas of concern will initiate the appropriate action and in some cases a Supplementary Accommodation Audit will be required (see 4.3).

4.3 SMS Supplementary Accommodation Audit

Where an accommodation centre is used for five groups or more in any one year it will be considered "frequent use" and, within a maximum of twelve months of the frequent use criteria being established, will receive a Supplementary Accommodation Audit.

A Supplementary Accommodation Audit is similar to the Standard Accommodation Audit with the main difference being that it can only be carried out in situ by an auditor trained in accordance with 3.2.

4.4 Monitoring of Accommodation Audits

Following the completion of an Accommodation Audit, we will record audits in the following categories:

- **High Conformity** Minor or no areas of improvement have been identified. The management will be commended and encouraged to maintain their standards.
- Acceptable Conformity Room for improvement has been identified, but the defects do not render the building unsafe. Defects identified will be brought to the attention of the management at the time of auditing and will be confirmed in writing, together with suggested solutions, within 14 days. Timescales for the resolution of defects will be mutually agreed and monitored.
- **Unacceptable** The centre is deemed unsafe for accommodating Club Europe groups, even if it may comply with local standards. This centre will be removed from our programme and will not be reinstated until the defects have been rectified and the property re-audited to a standard that is either High or Acceptable conformity.

A schedule of all units indicating the current audit status will be maintained by the appropriate Contracts Manager and a copy of the relevant audit is available on request for those groups to which it applies.

5. Transport

5.1 Air

Club Europe holds an Air Travel Organisers License (ATOL) no. 4249. The Civil Aviation Authority regulates all air transport to and from the UK. This body operates to very strict safety criteria. It is therefore not possible for Club Europe to audit airlines.

5.2 Ferries and Eurotunnel

The cross channel operators we work with comply with independently set safety standards, which, because of their technical nature, it is not possible for us to audit. We do have regular meetings with senior staff from the ferry companies and Eurotunnel. In addition Club Europe staff receive regular training including updates of any new safety initiatives.

5.3 British Coaches 5.3.1 Selection and Contracts

Club Europe will hire coaches from well established reputable companies. We will endeavour to select coach operators

who belong to recognized industry bodies such as the Confederation of Passenger Transport (CPT), Guild of British Coach Operators or are Coach Marque accredited operators.

All coach companies used will sign a coach contract in which they confirm that they comply with all national, local, trade and other laws, regulations, rules and codes of practice. This

contract also stipulates a set of safety standards regarding drivers' hours, driver vetting (ensuring drivers have no criminal record or detrimental employment record), insurance cover and vehicle age.

5.3.2 Regular Use list

For coach operators on Club Europe's "Regular Use list" (used more than 5 times in a year) a physical audit will take place at last once every three years. A record of each meeting will be kept and will follow a structure as laid down by the STF. In addition Club Europe will obtain on an annual basis and keep on record a copy of the operating licence, motor vehicle and liability insurance.

A schedule of the audit of coach operators will be maintained and reviewed on an annual basis.

The audit will be completed for the company and not for all the vehicles within the company's fleet.

5.3.3 Infrequently used Suppliers

It is the intention of Club Europe to use coaches from the Regular Use list whenever practical. There are occasions, however when we may select an infrequently used company (one used less than 5 times a year):

- Where a last-minute breakdown or other unforeseen event from a preferred supplier necessitates a subcontracted vehicle
- When a coach breaks down on tour and has to be replaced by another vehicle
- Where a client specifically requests a company not on our preferred supplier list
- Where location of departure may be best served by an infrequently used company

In all these cases the company will be asked to sign a coach contract as outlined in 5.3.1

5.4 Seat Belts

Seat belts will be available for all pupils on British coaches. The regulation regarding seat belts is a British regulation; this does not apply to overseas coaches although efforts are made to ensure overseas Coaches are also fitted with seat belts.

5.5 Itineraries For Tours (Drivers Hours Regulations)

Itineraries are developed to ensure that the requirements of EU drivers' hours' legislation are adhered to. Consequently no additional excursions, other than those previously agreed, are permitted.

5.6 Breakdown

Should a breakdown occur whilst on tour it will be the coach driver's responsibility to ensure the clients are not endangered in any way and the itinerary is disrupted in the minimum way. All coach operators have European Breakdown agreements that are on call 24 hours a day. Should a breakdown necessitate the vehicle to be replaced it is possible this may not befrom an audited company in view of the extenuating circumstances. Where a continental vehicle is used it may

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not have seat belts as this is not a legal requirement in some overseas countries.

5.7 Overseas Coach Companies

Club Europe will work with only reputable coach operators all of whom will sign a Coach contract for non-UK operators in which they will confirm that they comply with all national,

local, trade and other laws, regulations, rules and codes of practice.

Overseas coach operators that are contracted directly which will be used more than 10 times in any one year will be audited every three years and will be asked to supply a copy of their operating licence, motor vehicle and public liability insurance.

Seatbelts are not a legal requirement in some overseas destinations and thus cannot be guaranteed.

5.8 Public Transport

All public transport is regulated nationally. It is therefore not possible for Club Europe to audit public transport.

5.9 Rail Transportation (Including Eurostar)

Rail transport complies with independently set safety standards of the countries through which the train travels. It is therefore not possible for Club Europe to audit rail transportation.

6. Excursions and Visits

Club Europe will take reasonable steps to ensure that, where visits and excursions are included in a final itinerary, the risks have been evaluated and monitored. Information will be provided to group leaders so they are able to make informed decisions for their own group.

6.1 Risk Assessments

Club Europe is pleased to offer free of charge to every group the guide "Demystifying Risk Assessments". This Party Leaders will be asked to ensure that any visit or activity, which they select, is appropriate to the age, abilities and size of their group. Party Leaders will be responsible for ensuring that the students are fully supervised at all times and that any instructions or safety briefings are followed. Where any safety equipment is provided; this must be worn at all times.

Further guidance can be obtained from the DCSF and Local Authorities on all aspects of school trips and outside activities including planning, risk assessment, organisation and supervision.

6.2 Pre-booking Excursions

Club Europe will act as an agent in making enquiries or pre-booking excursions that appear on our excursion sheets. The contract exists directly between the client and the supplier and payment will be made directly by the Party Leader on arrival at the excursion.

7. Concert Venues

Club Europe acts as an agent in providing venues for clients. Indoor venues are generally public buildings such as churches, retirement homes, concert halls and theatres. Outdoor venues can range from areas within theme parks, to town squares, bandstands, and open spaces.

Prior to each concert a "Risk Assessment Form" is completed by the Tour Manager in conjunction with the Party leader. This form is then returned to head office.

If a tour is being undertaken without a Tour Manager then the Party leader will be expected to complete a risk assessment and feedback any Health and Safety concerns in writing within 28 days. As many venues are only temporary and/ or used on a one off basis, it is usually not possible for us to inspect them in advance. Any problems, which come to light as a result of completing the Risk assessment form, will be fully discussed with the party leader.

8. Accidents and Incidents

Club Europe will encourage clients to report any safety related issues immediately. This will enable Club Europe to investigate their concerns and to ensure that any necessary action is taken straight away. To facilitate this Club Europe will provide an Accident / Incident form to all Party Leaders prior to travel.

Club Europe will keep a record of all incidents of which it becomes aware or which are brought to its attention. All reports will be reviewed and where appropriate, an investigation will be undertaken.

9. Ski Specifics

9.1 Ski Equipment

Club Europe works only with established and reputable ski hire shops. Each supplier has a written agreement with Club Europe that specifies the minimum safety and quality standards that we expect for our clients. Should agents contract ski hire on behalf of Club Europe then our guidelines will have been sent to our agents.

It is now a legal requirement in almost all European Countries that students wear helmets when skiing or snowboarding. Most ski schools will refuse to teach students not wearing helmets.

Club Europe are pleased to offer helmets for all participants (students & adults) at no extra cost.

9.2 Ski Instruction

Club Europe works only with established Ski Schools in our European resorts, normally the main ski school for that resort. The ski school will have signed a contract that stipulates the levels of qualifications expected, maximum class sizes for both ski classes (maximum of 12 students per class) and snowboarding (maximum of 10 students per class) and an expectation of fluency in English so that the instructors can be understood and communicate clearly.

9.3 Standard of Up-lift and Runs

All ski lift systems within Club Europe's programme will comply with and be licensed according to local regulation. Furthermore the resorts have been selected as appropriate for school and youth groups, particularly beginners.

10. Emergency Procedures 10.1 Manual

Club Europe has a comprehensive Emergency Procedures manual that clearly defines the roles that all crisis team members will carry out in the unlikely event of a crisis. This plan has been developed in conjunction with Docleaf, specialists in crisis management for the Travel Industry.

10.2 Crisis Management Training

Each year, the Club Europe crisis team undergoes a



comprehensive training day in managing crises. This is conducted by Plexus Law and ensures the crisis team are as well prepared as is practicably possible to deal with all unforeseen events.

10.3 External Support

Club Europe has a comprehensive Crisis Management Cover with Plexus law and Checkpoint health & Safety who are experts in dealing with all type of incidents. This cover will ensure that in the event of an unforeseen crisis all appropriate personnel and qualified assistance is available to both the company and our clients. This is for added peace of mind.

11. Insurance

11.1 Travel Insurance

It is a requirement under the Club Europe SMS that every group that departs has taken adequate travel insurance.

We now offer new fully comprehensive Covid-19 travel insurance from leading UK insurance company, AXA partners, in conjunction with ABTA.

STF Travel Sure has been created exclusively for UK schools and youth groups travelling with a School Travel Forum member.

Highlights of the cover include:

- Cancellation cover for passengers testing positive for Covid-19
- Cancellation cover for passengers who've been in contact with someone testing positive for Covid-19
- 24/7 access to a 'telemedical' online video service
- Access to the Traveleye app with safety information to all travelling staff; and
- A dedicated telephone number for Party Leaders.

Any group wishing to use alternative insurance must notify us in writing prior to departure.

As only you are fully aware of all your particular needs and other factors which may affect your insurance cover (for example, pre-existing medical conditions of party members), it is the party leader's responsibility to carefully check the travel insurance you are proposing to purchase.

We are of course more than happy to assist you with any queries you may have where we can (if in doubt, you should speak to the insurance company direct).

11.2 Tour Operators Combined Liability Insurance

Club Europe has Tour Operators Combined Liability Insurance which provides cover of up to £10,000,000.

12. Pre-tour Safety Information

All Club Europe groups have access to their own Client Portal which is designed to store all important documentation and invoices from the time of booking right up until departure. Full details of how to access the Client Portal will sent by email once a booking is confirmed.

13. Party Leader Inspection Visits

Club Europe offers the facility for Party Leaders to visit their chosen destination prior to the group's departure. This is to allow the party leader to assess the centre, the surrounding resort and potential concert venues, excursions etc. Club Europe will provide, free of charge, 2 nights bed and breakfast in a twin room at, or near their accommodation centre. Travel and other costs are not included.

These offers apply to Party leaders who hold a confirmed booking with Club Europe (full details of these offers are outlined on our website or in your Confirmation of Booking Summary).

14. Privacy Notice

Club Europe Privacy Notice – Protecting your privacy Introduction

Your privacy is paramount to us. This Privacy Notice explains in detail the types of personal data we may collect about you when you interact with us. It also explains how we'll store and handle that data, and keep it safe.

We know that there's a lot of information here but we want you to be fully informed about your rights, and how Club Europe uses your data.

We hope the following sections will answer any questions you have but if not, please do get in touch with us.

We will never share your data with a third party for marketing purposes; it's not how we work.

14.1 What is personal data

Personal data refers to information about you, and from which you could be identified. It does not include data where the identity has been removed (anonymous data). There are "special categories" of more personal data which require a higher level of protection.

14.2 Who does what

Club Europe holidays Ltd is the data controller and we have appointed Tim Johnson as the Data Processing Officer. To keep things simple, when we refer to "we" and "us" it means Club Europe.

14.3 Legal basis explained

The new laws of data protection set out a number of different reasons for which a company may collect and process your personal data. We believe the following apply to you in terms of how we work:-

Consent

In specific situations, we can collect and process your data with your consent.

For example, when you tick a box to receive our marketing updates.

Contractual obligations

In certain circumstances, we need your personal data to comply with our contractual obligations.

For example, in planning and executing your tour, we will need important personal data such as names, emergency mobile contact numbers, passport information and dietary or medical requirements. We use these only to fulfil our contractual obligations and promise to keep them safe and secure.

Legitimate interest

Where we have an ongoing relationship with you, we will use the non sensitive data we store such as email addresses

 $\boldsymbol{\vartheta}$ past tour information to help us keep you informed of our products and social events.



For example, we will look back on previous tour destinations you may have been to and offer new tours that may be relevant.

We will also use your details to send you direct marketing information by email and occasionally post, telling you about products and services that we think might interest you.

You will have the right to unsubscribe at any time and we will respect your preferences.

14.4 What sort of personal data do we collect?

We collect your name, email address, school or club address, mobile telephone and work contact number as a minimum.

Where you are planning a tour with us we will, at the appropriate time, request that you complete additional passenger information for the group you are responsible for.

The information we will request is passport details, dietary or medical requirements, dates of birth, gender, ski ability, height, weight and details of any musical instruments your group may be bringing. If we need to refund you monies then we will request an appropriate bank or building society account.

The account and sort code will only be stored in our secure Banking software in case we need to pay you again.

We'll only ask for and use your personal data collected for recommending tours or inviting you to social events we may be planning. Of course, it's always your choice whether you share such details with us.

14.5 Cookies

Our website use cookies. A cookie is a small file containing an identity code. With your consent, your computer accepts the cookie and stores it. When you next visit our website, the code is retrieved, allowing an individual visitor or computer to be recognised.

If you'd prefer to restrict, block or delete cookies from this website you can use your browser to do this. Visit www. aboutcookies.org to view full details of how to manage cookies on different types of web browsers.

14.6 Who do we share your personal data with?

In the course of preparing your tour we are required to share your personal data with trusted third party suppliers such as transport companies, accommodation suppliers, ski suppliers, concert or sport agents etc. These people may be outside of the UK/EEA and so we will endeavour to ensure that any data passed onto these trusted suppliers is kept safe and secure.

In order for you to travel abroad, it may be mandatory (as required by government authorities at the point(s) of departure and/or destination) to disclose and process your information for immigration, border control, security and anti-terrorism purposes, or any other purposes which they determine appropriate. These requirements may differ depending on your destination and you are advised to check. Even if not mandatory, we may exercise our discretion to assist where appropriate.

We may share your personal data with marketing agencies to improve our products and services.

We select very carefully our suppliers who process your personal data on our behalf and require that they comply with high security standards for the protection of your personal data. Through our website we may provide links to third party sites. We are not responsible or liable for the content, privacy policies or services offered by websites or apps other than our website, including those which are linked to from any of the our website. We encourage you to read and familiarise yourself with the privacy policies, terms and conditions and/or other notices on other websites you visit.

14.7 How long will we keep your personal data?

Whenever we collect or process your personal data, we'll only keep it for as long as is necessary for the purpose for which it was collected.

At the end of that retention period, your data will either be deleted completely or anonymised, for example by aggregation with other data so that it can be used in a nonidentifiable way for statistical analysis and business planning.

Some examples of customer data retention periods:

Booked groups

In the case of any booked group, we'll keep the personal data you give us for as long as we are required to comply with our legal and contractual obligations. Any sensitive data such as dietary or health conditions or passport information will be deleted within a reasonable period of time, or at the point at which it serves no purpose to us.

Inactive groups

If you've not booked a trip with us or had any interaction with us for more than five years, you will be flagged as inactive and we'll contact you to ask whether you want to be kept on our database. Unless you reply to say 'yes' within 30 days, we'll delete or anonymise the personal data associated with it.

14.8 How do we protect your personal data?

We know how much data security matters to all our customers. With this in mind we will treat your data with the utmost care and take all appropriate steps to protect it.

Access to our network is password protected and within the network our reservations system "CERS" is also password protected. When using our "portal" this uses 'https' technology, as well as password protection / encryption. Our staff are given regular training about how to prevent cyber attacks.

We regularly monitor our system for possible vulnerabilities and attacks.

14.9 What are your rights over your personal data?

You have more rights now than ever before and here is an overview of your different rights

You have the right to request:

- Access to the personal data we hold about you, free of charge in most cases.
- The correction of your personal data when incorrect, out of date or incomplete.
- That we stop using your personal data for direct marketing (either through specific channels, or all channels).
- That we stop any consent-based processing of your personal data after you withdraw that consent.
- Review by a Partner of any decision made based solely on automatic processing of your data (i.e. where no human has yet reviewed the outcome and criteria for the decision).



You can contact us to request to exercise these rights at any time as follows:

To ask for your information please contact The Data Protection Officer, Club Europe Ltd, 22-24 Jaggard Way, London SW12 8SG or email duty@club-europe.co.uk

To ask for your information to be amended please contact your account manager or simply call us up and we will amend the details.

If we choose not to action your request we will explain to you the reasons for our refusal.

Your right to withdraw consent

Whenever you have given us your consent to use your personal data, you have the right to change your mind at any time and withdraw that consent.

Where we rely on our legitimate interest

In cases where we are processing your personal data on the basis of our legitimate interest, you can ask us to stop for reasons connected to your individual situation.

We must then do so unless we believe we have a legitimate overriding reason to continue processing your personal data.

Direct marketing

You have the right to stop the use of your personal data for direct marketing activity through all channels, or selected channels. We must always comply with your request.

Checking your identity

To protect the confidentiality of your information, we will ask you to verify your identity before proceeding with any request you make under this Privacy Notice.

If you have authorised a third party to submit a request on your behalf, we will ask them to prove they have your permission to act.

14.10 About our re-marketing campaign

We are using remarketing to advertise to relevant audiences online. This means that third-party vendors, including Google, show our ads on sites across the internet. Third-party vendors, including Google, also use cookies to serve ads based on browser's past visits to our website. A s a visitor to our site you can opt out of Google's use of cookies by visiting Google's Ads Settings. Or, you can opt out of a third-party vendor's use of cookies by visiting Google's Network Advertising Initiative opt out page.

14.11 If you live outside the UK

As we work with clients both in the EU and outside of the EU we will aim to treat everyone's personal data in the same way. The new GDPR regulations apply to every member state across the EU, so we all work under the same rules.

Whilst those clients outside of the EU are not directly protected by the GDPR rules, we will aim to follow the same code and offer you the same assurances.

14.12 Changes to this privacy notice

We reserve the right to update this privacy notice at any time, and we will provide you with a new privacy notice when we make any substantial updates. We may also notify you in other ways from time to time about the processing of your personal information.

14.13 Further Information

If you have any questions about this privacy notice or how we handle your personal information, please contact Tim Johnson on duty@club-europe.co.uk.

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