

# CLASSIC BOOKING CONDITIONS

## Our commitment to you

**1. Provision of your holiday** We will arrange for the provision to you of the services which make up the inclusive holiday as confirmed to you. These services will be provided either directly by us or by independently contracted suppliers. When you, or your travel agent ask for your holiday booking to be confirmed, we allocate your chosen holiday to you and give confirmation of the booking at that moment. It is then that a firm contract exists between you and Classic Collection Holidays Limited (Registered in England no. 1512421) on the basis of this brochure. This also acts as your acceptance of our booking conditions and your holiday is secured from that moment. We will later send you or your travel agent a holiday confirmation invoice verifying the details and prices of the holiday that you have already booked, which in most cases will have been confirmed by telephone.

**All holidays and offers advertised in this brochure are subject to availability.**

## 2. Your holiday price

**A. When you book** All prices, supplements and offers shown in this brochure are based on costs at time of printing (30 June 2011) although we reserve the right to amend all prices, supplements and offers (up or down) when we receive notification of new costs. Some hotels intentionally practice fluid pricing which means that their costs (reflected in our prices) may significantly increase during periods of high demand. This may affect the hotel's standard room prices although the most significant changes will be noticed when booking superior room types. Prices in this brochure include airline rates applicable at the time of printing and although these rates will generally be available for the validity of the brochure, occasionally during periods of excess demand, when the relevant class is unavailable, we will book the next available fare class which may result in you paying a higher price than that promoted in this brochure. The government charges a levy to cover financial protection in the event of an airline failure and we automatically add this to your invoice total at the booking stage. Once you have confirmed your holiday booking, the price is protected subject to clause 2D of these booking conditions.

**B. VAT and Exchange rates** Our VAT Registration number is 503 944 749 and all prices quoted in this brochure include VAT where relevant (at 20% at time of going to press). The brochure prices of holidays were calculated using exchange rates quoted in the Financial Times Guide to World Currencies on 26 May 2011 in relation to the following currencies: Euro 1.1594, US Dollar 1.6348, Moroccan Dirham 13.0940 and Tunisian Dinar 2.2727. Please note a) these rates are not comparable with note or tourist rates which are quoted in national newspapers b) hotel costs, transfers, resort representation, excursions, local taxes and part of the flight cost are typically paid in the currency of your holiday destination country. Aviation fuel is paid in US Dollars. All of these costs are affected by changes in the cost of buying foreign currency, as per exchange rates listed above. We reserve the right to increase our prices in accordance with these booking conditions.

**C. Price Promise** If you can find the same flight inclusive holiday at a cheaper price at the time that you book, we undertake to match the price and will give an additional £10 per adult saving off any competitor's price. In order to take advantage of our Price Promise, the component parts of the relevant holiday must be identical and we reserve the right to request confirmation in writing of the relevant competitor's holiday price. Our Price Promise cannot be actioned retrospectively after a booking has been made, and it is only available on new bookings made during the validity of this brochure. Unfortunately we cannot always match prices where we believe our competitors have made a pricing error or where they are offering the holiday arrangements at a price below their operating costs. If a competitor's price is greater than £150 per adult and/or £50 per child below our price, we deem one of these two scenarios to be true and will not honour our Price Promise.

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

pay an increase of more than 10% of the price of your holiday travel arrangements, you may cancel your booking and receive a full refund of all monies paid, except for any amendment charges. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice.

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

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

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

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

**5. What happens to complaints** Disputes arising out of, or in connection with, this contract which cannot be settled amicably may be referred to arbitration if the customer so wishes, under a special scheme arranged by the Association of British Travel Agents (ABTA). The ABTA scheme provides for a relatively simple and inexpensive method of arbitration on documents alone with restricted liability on the customer with regards to cost. Under the scheme, customers must pursue their claim within 12 months of the date of return from their holiday. (Outside this time limit, arbitration under the scheme may still be available if the Company agrees, although the ABTA scheme does not require such agreement). The scheme does not apply to claims for amounts greater than £5,000 per person or £25,000 per booking, neither does it apply to claims which are solely in respect of physical injury or illness or their consequences. However, the scheme can deal with compensation claims which include an element of minor injury or illness subject to a per person limit of £1,000 on the personal injury or illness element of the claim. Full details can be provided by us, or can be obtained from ABTA at [www.abta.com](http://www.abta.com).

**6. Our responsibility for your holiday** We accept responsibility for ensuring that all component parts of the inclusive holiday, limited to items included on confirmation invoice are supplied to you as described in this brochure and to a reasonable standard. If any such part is not provided to your satisfaction due to the fault of our employees, agents, or suppliers, we will pay you appropriate compensation if this has affected the enjoyment of your holiday (see Important note in paragraph 3 above). Our liability in this respect is limited to a maximum of three times the value of the holiday. We must ask you however, to be patient and understanding in the event of unforeseen alterations to your holiday made by our suppliers over whom we have no direct control.

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

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

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

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

### Air Passenger Rights

Under EU law you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. However reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in paragraph 3. If your airline does not comply with these rules you should complain to the Air Transport Users' Council on 020 7240 6061 [www.auc.org.uk](http://www.auc.org.uk)

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

If you, or any member of your party, suffer death, illness or injury whilst overseas arising out of an activity which does not form part of your holiday arrangements or an excursion arranged through us, we shall at our discretion, offer advice, guidance and assistance. Where legal action is contemplated and you want our assistance, you must obtain our written consent prior to commencement of proceedings. Our consent will be given subject to you undertaking to assign any costs or benefits received, under any relevant insurance policy to ourselves. We limit the cost of our assistance to you or any member of your party to £5,000. Under your travel insurance cover, you must make an insurance claim under the legal expenses section in respect of any legal fees incurred abroad for that purpose.

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

## Your commitment to Classic Collection Holidays

**1. Your holiday contract** As soon as your holiday booking is confirmed, you must sign a booking form accepting our booking conditions. Your contract is made on the terms of these booking conditions which are governed by English law and the jurisdiction of the English Courts. You may however choose the law and jurisdiction of Scotland or Northern Ireland if you wish to do so. Any disputes arising will be heard in the English Courts unless you prefer the courts of Scotland or Northern Ireland.

**2. Payment for the holiday** You pay a deposit of £150 per person (or 10% of total cost if greater, or an agreed sum to cover costs where flight seats are purchased at time of booking) when you book. This is your commitment until 8 weeks before departure when your final balance is due. **You must pay the balance at least 8 weeks before departure.** For bookings within 8 weeks to departure, full payment is required at time of booking. If payment is not received as above, we reserve the right to treat your booking as cancelled and your deposit/s would be forfeited. If you pay money for your holiday to an ABTA travel agent, they will hold that money as our agent from the time they receive it until they pay the money to us. **All credit card payments incur a 1% charge.**

**3. If you change your booking** If you want to change any details of your booking (eg transfer to a different holiday, departure date or airport), we will do our best to help as soon as we receive your request in writing. We charge an amendment fee of £25 per person named on the booking form for each detail of the booking changed and, in addition to the amendment fee, we will charge for any additional costs we incur in making the amendment/s. Please note that it is highly likely that amendment costs will increase the closer the change is made to your departure date.

### IMPORTANT

**Some travel arrangements (eg flight tickets purchased specifically from certain airlines and certain hotel bookings) may not be refundable or transferable after a reservation has been made and any alteration request may incur a cancellation charge of up to 100% of that particular part of the holiday arrangements.**

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

**4. If you cancel your booking** You or any member of your party may cancel your booking, or part of it, once it has been confirmed, but the instructions will only be valid if in writing and signed by the person who signed the booking form. Your written instructions should go either to the travel agent you booked with, asking them to notify us immediately, or if you booked direct, to our address. To compensate us for the expense of processing your booking, payment of cancellation fees are on the scale shown. The amount payable (by whomever signed the booking form) depends on when we receive your written instructions.

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

NB. You may make a claim if your cancellation falls within the terms of your travel insurance policy.

**5. If you have a complaint** If you have a complaint about your holiday please refer the matter to the supplier immediately (airline, hotel, car hire etc). If further assistance is required our agent/representative in resort should be contacted. Matters can most easily be resolved for you on the spot, when the supplier can see and understand the exact nature of any problems you have. It is unreasonable to take no action whilst on holiday, then complain afterwards. In the unlikely event that matters cannot be resolved to your satisfaction our agent/representative will ask you to record details on a holiday report form of which you will be given a copy, and you must then follow up your report by writing to our Customer Services Department within 28 days of returning from resort.

**6. Holiday participation** We reserve the right to decline to accept or retain any person as a customer if their conduct is disruptive and affects the enjoyment of other holidaymakers, and we shall be under no liability for any extra costs incurred by such a person as a result of our doing so. Aircraft captains are legally entitled to deny boarding to any passenger presenting themselves at the aircraft who, at the captain's absolute discretion, are unacceptably under the influence of alcohol or drugs. Any passenger who is denied boarding on the outbound flight for that reason, shall be deemed to have given notice of cancellation of his/her booking at that moment, and cancellation charges will apply in accordance with paragraph 4.

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

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

**9. Data Protection Act** Classic Collection Holidays is registered under the Data Protection Act 1998 and will deal with all personal data you provide to us in accordance therewith. It is necessary for us to pass on your personal data to airlines, hotels, transportation companies, insurers and other agents in order to arrange the holiday you require. By making a booking or a booking enquiry with Classic Collection Holidays you have consented to allow the passing on of such data as we determine necessary for that purpose. Under the Data Protection Act, you have the right to inspect any relevant personal information held by us.