

# TERMS AND CONDITIONS

Please read these terms and conditions carefully. They apply to all bookings and cover your rights and obligations to us and ours to you. The person signing the booking form accepts these terms and conditions on behalf of all persons in his/her party. Please note that these conditions vary slightly dependent upon whether you book a "package" or "other tour arrangements". A "package" consists of a combination of transport and accommodation or either one of these plus another significant tourist service, provided these are booked at the same time, at an inclusive price and full payment is made to us. Any booking which does not meet these criteria constitutes "other tour arrangements", where we act solely as a booking agent between you and the relevant supplier(s) of services for which booking fees apply.

**FINANCIAL SECURITY:** Your contract is with On Course Travel Limited. We hold ATOL No: 4176. Total Payment Protection Policy (topp) cover: In compliance with the UK Package Travel, Package Holidays and Package Tours Regulations 1992 and the Civil Aviation (Air Travel Organiser's Licensing) Regulations 1995 an insurance policy has been arranged with Travel & General Insurance Company plc to protect customers' prepayments paid in respect of • flight inclusive packages commencing and returning to the UK • non-flight inclusive packages commencing and returning to the UK • the ground handling aspects of packages where the customer is responsible for arranging travel to the destination • accommodation only holidays offered in this brochure on this website (subject to the terms of the insurance policy), for: • a refund of such prepayments if customers have not yet travelled • making arrangements to enable the holiday to continue if customers have already travelled or • repatriation of customers to the UK in the unlikely event of our financial failure.

**HOLIDAY CONTRACT:** You can request bookings from us by telephone, writing or email. We will endeavour to let you know within 48 hours (except for golf times) by telephone or email whether the arrangements you have requested are available. If the arrangements are available we will ask you to complete and sign our booking form and send it to us together with the appropriate payment (see below). On receipt of these we will issue a written confirmation invoice, at which stage the holiday contract becomes binding. It is very important that you check the written confirmation of your booking carefully and notify us immediately of any discrepancies. The person signing the booking form accepts joint and several responsibility for making all payments due to us for that booking.

**HOLIDAY PRICE:** All prices in this brochure are in pounds sterling and per person. Except for self-catering holidays all prices are based on two sharing a room unless indicated otherwise. We reserve the right to increase or decrease our prices up to the date, which is 31 days before your departure date to reflect any change in exchange rates, increases in transportation costs (including the cost of fuel) and changes in dues and taxes (including VAT) or fees payable for services (including landing taxes or embarkation/disembarkation fees at ports and airports). No increase to prices will be made during the 30 days before your departure date. We will absorb an amount equivalent to 2% of your basic holiday price (excluding insurance premiums and amendment charges) before passing on the balance of any surcharge to you. Where there is a significant increase in price, you have the right to cancel your holiday without any penalty. We reserve the right to increase the price of "other tour arrangements" at any time provided that you are entitled to cancel such arrangements without penalty if any price increase is unacceptable to you.

**DEPOSIT & BALANCE DUE:** (1) Booking forms must be accompanied by a deposit of £150 per person. Full payment is required if booking six weeks or less before departure or, if air travel is included, the full cost of the air ticket plus £75 per person. The deposit is non-refundable except in the event that we cancel your holiday when the full deposit will be refunded to you. (2) The balance is due 42 days before departure. If we do not receive the balance by the due date we reserve the right to cancel your booking and the appropriate cancellation charges will apply. We shall notify you in writing of any such intention to cancel your booking. (3) Payments for deposits and balances can be made by cash, cheque, debit or credit card.

**Payments for balances made by Credit Card are subject to a 2% handling charge.**

Please make cheques payable to: **ON COURSE TRAVEL LIMITED.**

Within seven days of receiving your completed booking form and deposit we will issue a confirmation invoice confirming the balance due and the date by which it must be paid.

**PLEASE NOTE:** Unpaid cheques incur a minimum fee of £10.00.

**BOOKING AMENDMENTS:** Requests to amend a confirmed booking must be made in writing sent by Recorded Delivery.

We will do our best to make amendments, subject to availability and subject to payment of the appropriate charge. The precise charge will depend upon the amendment requested. There is a minimum charge of £30 per booking to reflect our administration costs. Changes to airline tickets and to accommodation may be treated as a cancellation, giving rise to the appropriate cancellation charge. If you are prevented from travelling on a "package" you may transfer your booking to someone else provided you give us reasonable written notice and pay the applicable amount to cover our administration costs and suppliers' charges.

Please note that some airlines generally treat a name change as a cancellation and new booking. If you reduce your party size, the holiday price will be re-calculated and this may result in a higher per person cost. We reserve the right to recover the increase per person from you as a cancellation charge. If you wish to book additional passengers onto an inclusive arrangement, administration charges do not apply. However, the cost may be higher. Changes requested after departure will be made subject to availability and subject to administration costs/additional charges being paid locally.

**CANCELLATION - CONDITIONS, CHARGES AND TIMESCALE:** If you wish to cancel all or part of a confirmed booking you must advise us immediately in writing, signed by the person who signed the booking form, enclosing all travel documents already issued. For your own protection, we recommend you use Recorded Delivery Post.

As you can understand, we start to incur costs for your trip once we confirm your booking. To secure the arrangements we pre-pay the charges at agreed stages. The nearer to the planned departure date a cancellation is received, the less likely we are to be able to recover pre-payments made. So we have to look at each cancellation individually and try to recoup the payments through negotiation with our suppliers. Refunds will depend on whether they can resell the arrangements. Therefore cancellation charges will vary but the following is a guide:

## INDIVIDUALS

### Racing Festivals & Classic Weekends and All Tailor-Made Packages

Up to 42 days before departure: DEPOSIT

Between 41-22 days before departure: DEPOSIT

From 21 days to day of departure: 50-100% of holiday cost - subject to the costs we have incurred which are not recoverable, our administrative costs and any loss of profit.

### Self-Catering Holidays

Up to 42 days before departure: DEPOSIT

Between 41-22 days before departure: 50-100% of holiday cost

From 21 days to day of departure: 50-100% of holiday cost - subject to the costs we have incurred which are not recoverable, our administrative costs and any loss of profit.

### Motoring Holidays and Short Breaks by Air or Sea

Up to 42 days before departure: DEPOSIT

Between 41-22 days before departure: DEPOSIT

From 21 days to day of departure: 50-100% of holiday cost - subject to the costs we have incurred which are not recoverable, our administrative costs and any loss of profit.

### GROUPS - Parties of 10 or more

Arrangements for groups are Tailor-Made. The hotel cancellation policy will be advised at the time of booking and specific cancellation charges agreed. The following is a guide to our cancellation charges:

Up to 42 days before departure: DEPOSIT + Travel Costs if applicable

Between 41-22 days before departure: DEPOSIT + Travel Costs if applicable

From 21 days to day of departure: 50-100% of holiday cost - subject to the costs we have incurred which are not recoverable, our administrative costs and any loss of profit.

These charges may also apply if the group number reduces - see also Booking Amendments.

Where travel is by air, the cost of air travel will also be added to the cancellation charges where this cannot be recovered from the relevant airline. Cancellation charges will be confirmed by an invoice issued within two weeks of receipt of written cancellation. If you cancel for a reason covered by your insurance policy you may be able to reclaim cancellation charges. Insurance premiums are non-refundable in any event. No refunds are payable for facilities or services cancelled after the date of departure nor for any vouchers or tickets which are taken but not used. No correspondence will be entered into in respect of such cancellations/non-use.

**SUPPLIERS' CONDITIONS AND TRANSPORT ARRANGEMENTS:** Please note that, as between you and any airline, ferry operator or other supplier whose services form part of your booking, the supplier's standard terms and conditions will apply. This is particularly important in the case of "other tour arrangements" where we act only as a booking agent between you and the relevant suppliers. The suppliers' conditions may limit or exclude liability, often in accordance with relevant international conventions (see "Our Responsibility"). Copies are available on request - please allow 28 days for delivery. All transport timings are estimates only and cannot be guaranteed, even if shown on tickets. They may be changed due to regulatory authority requirements, weather conditions, maintenance or technical reasons or the ability/ inability of passengers to check in/board on time. We do not operate any flights or ferries ourselves and therefore cannot make any special arrangements for you in the event of a delay - such matters are in the sole discretion of the airline or ferry company concerned. However, in certain circumstances, you may be able to make a claim for travel delay under your insurance policy. When every person named on the Booking Form (the "Consumer") contacts us (the "Organiser") to book a holiday, you as the Consumer expressly appoint us to act as your agent in contracting for ferry transportation and other holiday arrangements on your behalf for which we receive and retain a commission. We will as your agent accept the terms and conditions of carriage of such principals on your behalf. You will be given a copy of the appropriate terms and conditions and any subsequent changes to them. When you have paid the required deposit, we will confirm in writing the booking of your holiday. At the same time we shall accept sole responsibility for the proper provision of all your holiday from that point onwards under the Package Travel Regulations. You will receive upon request or with your holiday information copies of the terms of transportation, which we will have effected, on your behalf.

**HOLIDAY INSURANCE:** It is a condition of booking a travel arrangement with us that you have insurance to cover unforeseen cancellation, emergency assistance, including repatriation, in the event of accident or illness and compensation for travel delay. Please request details.

**CHANGES TO BOOKINGS:** The holidays and other arrangements we sell are arranged many months in advance and changes can become necessary. We therefore reserve the right to change any of the particulars in this brochure or to increase any price before you book. Occasionally it may be necessary to make a change after a confirmation invoice has been issued. Most changes will be minor and we will try to contact you to inform you of any such changes as soon as practicable. You will have the right to cancel your holiday without penalty if you are not happy with the changes. If it is necessary to make a significant change to a "package" after it has been confirmed but before departure (such as a change of departure point, a change of departure time by more than 12 hours or a change of accommodation to a lower standard or an entirely different location), you will be offered a choice between the following:-

(a) accepting the changed arrangements (if the price is different a pro-rata increase or refund will be applicable); or

(b) changing to another available holiday from us for the dates booked, at its advertised price

(if it costs more you will have to pay the increase, but if it costs less you will receive the appropriate refund); or

(c) cancelling your booking without penalty and receiving a full refund (subject to any non-refundable costs incurred by us on your behalf such as airline tickets).

If you choose (c) and the significant change was caused by anything other than force majeure (see below) we will pay you compensation on the scale set out below.

**Period before departure when significant change is notified:**

No. of days	Compensation per person	No. of days	Compensation per person
0 - 14	£50.00	29 - 42	£10.00
15 - 28	£25.00	More than 42	nil

These compensation payments do not apply where a cancellation results from force majeure. "Force majeure" means unusual and unforeseeable circumstances beyond our control which could not have been avoided even if all due care had been exercised including war, threat of war, civil strife, industrial dispute, natural or nuclear disaster, bad weather, fire, level of water, terrorist activity, technical or maintenance problems with transport, changes of schedule or operational decisions of transport providers, closure of ports or airports or similar circumstances beyond our control.

In the case of "other tour arrangements" we act purely as a booking agent and reserve the right to make changes at any time (if obliged to do so by acts/events beyond our control) without paying compensation or having any form of liability.

**CANCELLATION BY US:** If we have to cancel a previously confirmed "package" before departure, we will offer you the choice of a full refund or another available holiday (if it is more expensive, you must pay the difference, but if it is cheaper, you will receive a pro-rata refund). In addition, unless the cancellation was caused by force majeure we will pay you compensation in accordance with the above scale. If we cancel "other tour arrangements" after confirmation but before departure, you will be offered the choice of a full refund or other available holiday arrangements (with a pro-rata refund/price increase as appropriate).

**OUR RESPONSIBILITY:** If any part of a "package" booked with us is not as described and does not reach a reasonable standard, or if you suffer personal injury, illness or death as a result of any improper performance by us of the obligations we owe you under this contract, we will pay you reasonable compensation taking into account all relevant factors including any steps it was reasonable for you to take to minimise the inconvenience/damage suffered and the extent to which the deficiency or improper performance can have affected your enjoyment of the package. This acceptance of liability is subject to three qualifications:-

(a) We are not liable to pay compensation if the deficiency, personal injury, illness or death does not result from any fault on the part of us or our suppliers, but is caused by your own acts and/or omissions, by the acts and/or omissions of a third party (excluding one of our suppliers) or by circumstances which neither we nor our suppliers could have anticipated or avoided even exercising all due care.

(b) Our liability to compensate you and the amount of compensation payable is limited in accordance with certain international conventions including the Warsaw Convention 1929 as amended by the Hague Protocol 1955, the Berne Convention 1962, the Athens Convention 1974 and the Paris Convention 1962. Copies are available on written request - allow 28 days.

(c) You must notify us as soon as reasonably practicable of any complaint or claim as specified below. In the case of other tour arrangements we act only as a booking agent and have no liability whatsoever for any aspect of the arrangements and, in particular, no liability for any loss, personal injury or death however incurred.

**COMPLAINTS:** If you have a complaint while on holiday you must advise the relevant supplier immediately so they have an opportunity to rectify the problem as quickly as possible. If the matter cannot be resolved you must contact this office by telephone: 00 44 1372 451910. If you wish to take the matter up on your return, you should write to us as soon as reasonably practicable quoting your booking reference and outlining full details so that a thorough investigation can be made.

**UNUSED ARRANGEMENTS:** Unused accommodation, Go-As-You-Please vouchers or any other unused services or features of any holiday arranged through us are not refundable or exchangeable for other services or features. Unused portions of airline or ferry tickets are not refundable.

**YOUR RESPONSIBILITY:** When you book with us you accept responsibility for ensuring that you take all necessary documentation with you (Important Information on page 3) and for the proper conduct of yourself and your party whilst on your holiday. If in our reasonable opinion or in the opinion of any airline pilot, hotel manager, tour leader or other person in authority, your behaviour is causing danger, damage to property or persistently affecting the enjoyment of others, we reserve the right to terminate your holiday without further responsibility or liability to you. Accommodation and transport providers are entitled to refuse accommodation/carriage to persons whose behaviour is such as may cause offence or injury to anyone or damage to property. We will be under no liability to you in such circumstances. If your actions or those of any member of your party cause damage, injury or offence or if any transport is delayed or diverted by your conduct you will bear full responsibility, including responsibility to indemnify us fully against any claim (including legal costs) made against us by other travellers/holidaymakers or by any supplier of services.

**THIS CONTRACT:** This contract is subject to English law and to the jurisdiction of the courts of England and Wales.

**SCHEDULED AIRLINE FAILURE COVER:** We have a policy in place to cover the possibility that the airline you are booked to travel with ceases to operate. This policy will cover the price paid for your tickets. If you are rebooked with another airline at a higher rate, you will be responsible for the price difference.