

# BOOKING FORM

(NOT APPLICABLE for booking Yachts, Villas or Cruises)

**HOW TO BOOK** To make a booking or to check availability, please contact our holiday creators by telephoning the number stated at the bottom of the page of your chosen destination. We can, if required, hold an option on your reservation for up

to 24 hours. To confirm your booking, please complete this Booking Form and send it to us by post or facsimile with the required payment, which can be made by cheque, credit\*/charge\*/debit card or by bank transfer (details on request). Final payment

is due 8 weeks (56 days) prior to departure, unless otherwise stated. Bookings made within 8 weeks of departure (or 10 weeks for all bookings departing in December) will require the full payment. If you book with a Travel Agency, they will be responsible to communicate with us on your behalf. You are also welcome to visit our Chester office to meet our holiday creators and discuss your holiday requirements. We are open from Monday to Friday 9am to 6pm and on Saturday 9am to 3pm.

Please complete using block capitals.

## NAME AND FULL ADDRESS OF PERSON MAKING BOOKING (essential in case of emergency)

Name	Tel (Day)	
Address	Tel (Eve)	
	Tel (Mob)	
Postcode	Email	

## FOR OFFICE USE ONLY

Travel Agent's ref: \_\_\_\_\_

ITC Classics booking/recommendation ref: \_\_\_\_\_

Other: \_\_\_\_\_

## NAMES OF ALL PERSONS TRAVELLING (Passport names only please)

No.	Title	First Name	Surname	Date of Birth	Citizenship	Passport Number	Expiry Date	Country of issue
1								
2								
3								
4								
5								
6								

## FLIGHT DETAILS Please indicate the airline and the class in which you wish to travel in each direction.

Outbound	Airline	Class (Economy, Business, First)	Inbound	Airline	Class (Economy, Business, First)
Departure Date	Number of Nights	Departure Airport	U.K. connecting flight (if required) from	DATE(S)	

## ACCOMMODATION DETAILS

	Destination	Name of Hotel/Itinerary/Yacht/Train/Cruise/Villa	Number of Rooms	Category of room required	Meal Plan (Please Tick)
1			<input type="checkbox"/> Single <input type="checkbox"/> Twin <input type="checkbox"/> Triple <input type="checkbox"/> Double <input type="checkbox"/> Other		<input type="checkbox"/> No Meals <input type="checkbox"/> Full Board <input type="checkbox"/> Bed & Breakfast <input type="checkbox"/> All-Inclusive <input type="checkbox"/> Half Board <input type="checkbox"/> Special Plan
2			<input type="checkbox"/> Single <input type="checkbox"/> Twin <input type="checkbox"/> Triple <input type="checkbox"/> Double <input type="checkbox"/> Other		<input type="checkbox"/> No Meals <input type="checkbox"/> Full Board <input type="checkbox"/> Bed & Breakfast <input type="checkbox"/> All-Inclusive <input type="checkbox"/> Half Board <input type="checkbox"/> Special Plan
3			<input type="checkbox"/> Single <input type="checkbox"/> Twin <input type="checkbox"/> Triple <input type="checkbox"/> Double <input type="checkbox"/> Other		<input type="checkbox"/> No Meals <input type="checkbox"/> Full Board <input type="checkbox"/> Bed & Breakfast <input type="checkbox"/> All-Inclusive <input type="checkbox"/> Half Board <input type="checkbox"/> Special Plan

## SPECIAL REQUESTS

eg. Wheelchair at airport/cot/  
high chair/special diet etc.

These cannot be guaranteed.

## SPECIAL OFFERS

Please specify

## PAYMENT BY CREDIT CARD

please tick as appropriate

VISA  MasterCard  American Express  Delta  Discover

Please charge £ \_\_\_\_\_ to my Credit\* Card Account

Credit Card Number  
 \_\_\_\_\_

Name on Card  
 \_\_\_\_\_

Valid From \_\_\_\_\_ Expires On \_\_\_\_\_ Issue Number \_\_\_\_\_

Telephone number to verify security code  
 \_\_\_\_\_

**Other Credit Cards may be accepted on request only.**  
 \*Payments of £1k or more made using a credit or charge card (Switch and Delta excluded) will incur an additional 2% charge.

## Travel Agent's Stamp and ABTA number.

\_\_\_\_\_

## CAR HIRE REQUIREMENTS

NB. Drivers must be over 21 (25 in some destinations) and possess a clean full driving licence.

## DEPOSITS

These are payable at the time of booking and are generally as follows:

a) Hotels 10%

b) Certain Hotels, Cruises, Luxury Yacht Charters and Villas will be advised at time of booking

c) Certain airfares, which have to be ticketed at the time of booking and are non-refundable, will be advised at the time of booking

**EXCEPTIONS:** Bookings made within 8 weeks prior to departure will require full payment as quoted at the time of booking. For all bookings departing in December, full payment will be required 10 weeks prior to departure.

## HOLIDAY INSURANCE

It is imperative that you have adequate holiday insurance. If you do not have your own insurance, you can contact American Express Insurance Services Europe for Annual or Single trip cover. For full details, please contact them on **0800 731 2486**, quoting reference **ITC01**. It is strongly recommended that you advise us of your insurance details in order to assist you in case of an emergency. Please state these details below or advise us as soon as you have obtained cover.

Insurer:	Policy Number:	Date of issue:
----------	----------------	----------------

## DECLARATION

I am over 18 and on behalf of the persons listed above by whom I am authorised to make this booking, that I/we have agreed and understood the **Booking Conditions, Data Protection and Privacy Legislation** and **Important Information** including **Insurance** coverage. ITC Classics will send me confirmation of this booking.

Any changes/amendments to this booking will be subject to amendment/cancellation charges as outlined in the Booking Conditions.

Cheques are to be made payable to: \_\_\_\_\_ Signed \_\_\_\_\_ Date \_\_\_\_\_

PLEASE SEND THIS FORM TOGETHER WITH THE APPLICABLE PAYMENT TO OUR HEAD OFFICE IN CHESTER

## DATA PROTECTION AND PRIVACY LEGISLATION (To comply with Data Protection Act 1998 and ABTA Code of Conduct 2000)

We will use the information you have given to us to give you the products and services you have asked for. When we give you these products and services, we will pass your details to other organisations. We may also have to send your details to countries that may not have an equal level of data protection legislation. When you ask us to give you these products and services, you agree that we can pass your details to other organisations, some of which are in other countries. We may also use your details to give you offers, products and services that are available from us, associated companies and our network partners. If you do not wish to receive this information, please tick this box

Please be aware that some airlines are required by new laws introduced in the US and other countries to give border control agencies access to passenger data. Accordingly, any information that we hold about you and your travel arrangements may be disclosed to the Customs and Immigration authorities of any country in your itinerary.

ITC CLASSICS, CONCORDE HOUSE, CANAL STREET, CHESTER CH1 4EJ.  
 GENERAL ENQUIRIES: 01244 355 400 FAX: 01244 355 419  
 EMAIL: info@itc-uk.com INTERNET: www.itcclassics.co.uk  
 YOUR CALL MAY BE RECORDED FOR TRAINING PURPOSES



ITC Classics is a registered trading name of International Travel Connections Ltd. Member of the Association of British Travel Agents. International Travel Connections Ltd (registered at the above address). Registered in England 1030986. VAT NO. GB 421 9230 80.



# AMERICAN EXPRESS TRAVEL INSURANCE

We believe that it is essential to take out insurance when you go on holiday and we strongly recommend that you do so in the interest of both you and your family.

American Express offers a range of policies that provide generous cover against unforeseen medical emergencies, cancellations, delays, lost luggage, personal liability, legal claims and other travel hazards (details opposite). If you plan to go abroad more than twice a year, annual cover offers protection for each and every trip and saves you the frustration of arranging cover each time you travel. Cover starts from only £62.00 for multi-trip European cover and is very easy to arrange. If you prefer to buy your cover each time you travel, single trip policies are available from £14.95.

## IMPORTANT:

Please read your policy details carefully as it is your responsibility to ensure that the insurance cover you purchase is adequate for your particular needs.

- Available to non-cardmembers.
- European Annual Policies are not available to anyone aged 80 years or over on the first day of cover.
- Worldwide Annual Policies are not available to anyone aged 70 years or over on the first day of cover.
- Single Trip Policies are not available to anyone aged 80 years or over on the first day of cover.
- North American and Caribbean cover is excluded from Worldwide Policies for anyone aged 70 years or over on the first day of cover.
- Single Trip Policies are restricted to trips of 93 days or less for anyone aged 66 years or over on the first day of cover.
- These policies are only available to UK Residents.



## PREMIER PLUS COVER – KEY FEATURES\*

Cover is per person, per trip

Trip limits per year	Up to 240 days, 120 days per trip
Emergency medical expenses and medical repatriation	Up to £15m
Forced cancellation or curtailment	Up to £12,500
Baggage cover	Up to £2,500
Collision damage waiver for car rental in North America	Up to US\$50,000
Top up liability for car rental in North America	Up to US\$1m

Business travel, UK travel and Winter Sports cover are all included

## PREMIER PLUS PREMIUM SUMMARY

European		Worldwide	
Individual	£109.95	Individual	£204.95
Family	£159.95	Family	£284.95

## CLASSIC COVER – KEY FEATURES\*

Cover is per person, per trip

Trip limits per year	Up to 183 days, 45 days per trip
Emergency medical expenses and medical repatriation	Up to £10m
Forced cancellation or curtailment	Up to £5,000
Baggage cover	Up to £1,500

Business travel and UK travel included

## CLASSIC COVER PREMIUM SUMMARY

Annual European		Annual Worldwide	
Individual	£62.00	Individual	£99.00
Family	£105.00	Family	£149.00

## SINGLE TRIP COVER

Available from £14.95 for European cover.

All premiums are correct at time of printing and are valid for people under 66 years of age.

Prices for customers aged 66 to 79 years are available on request.

**FOR A QUOTE OR INSTANT COVER, CALL  
0800 731 2486 and quote ITC01**

\*Based on Annual World Wide Cover.

American Express Insurance Services Europe Limited, registered in England and Wales. Company Number 05048826, registered office 60 Buckingham Palace Road, London SW1W 0RR authorised and regulated by the Financial Services Authority. Calls may be taped or monitored for quality, training and compliance purposes. Policy terms and conditions apply.

01244 355 620  
www.itcclassics.co.uk

# IMPORTANT BOOKING CONDITIONS

## IMPORTANT

These Booking Conditions set out the terms on which you contract with International Travel Connections Limited of Concorde House, Canal Street, Chester, UK. CHI 4EJ company registration number 01030986 trading as ITC Classics ("the Company").

**Please note that the booking of villas, cruises and yachts are governed by separate Booking Conditions and will be supplied at the time of booking or on request**

They describe your obligations to the Company and the obligations of the Company to you. Please read them carefully.

## 1. YOUR RESERVATION

To make your reservation, please call us and one of our expert holiday creators will provide you with first hand information on your chosen destination. You must then confirm your booking, either:

- By telephone – your holiday creator will re-iterate all aspects of your itinerary, ask you to provide details\* from the passports of each person travelling and confirm that you have read and agreed to our Booking Conditions. You will then be asked for payment of the required deposit. You can pay by cheque, debit/credit/charge\*\* card or bank transfer (details on request). You will be required to complete a Booking Form and fax or post it to us, so that we can check that all of your details and requirements are accurate. Incorrect information supplied will be subject to amendment charges as stated in Clause 6 (1).
- By post or facsimile – complete and sign the enclosed Booking Form and send it to us with the appropriate payment.

We will send you a Confirmation Invoice and a contract will exist between us once this has been issued. The remaining balance due date is eight weeks prior to departure (10 weeks for December departures), unless otherwise stated. Alternatively, please refer to Clause 2 for Price Guarantee. Non-payment or late payment of your outstanding balance may result in your booking being treated as cancelled by you. In which case, the cancellation charges set out in Clause 6 will be incurred.

When you seek to make a booking within eight weeks or less of your intended departure date, your contractual position with the Company is still as set out above, and full payment of your holiday will be required by the quickest method of clearance. The lead passenger name should be the person who has confirmed the booking/signed the Booking Form. We will require written/signed confirmation to take payment from a third party (even if that person is travelling as part of the booking).

- By using our online booking system please follow the instructions on the screen
- and complete the required fields. We will refer you to our Privacy Policy and Terms of use of the site. You will be asked to accept that you have read and agree to these Booking Conditions before submitting your itinerary to us. We will then confirm receipt by email. You will be required to telephone us on the telephone number provided, in order to confirm the details. You will then be asked for payment of the required deposit. That will then constitute the contract between us.

If you book through one of our authorized travel agents, please note that all monies paid to your travel agent are at all times held by the travel agent on behalf of the Company.

\*Information required prior to flight check-in for some destinations  
\*\*Full payment, deposits over £1k and balances made with a credit or charge card (Switch and Delta excluded) will automatically incur an additional 2% charge.

## 2. PRICE POLICY

A) Price Guarantee – The price of your holiday will be guaranteed if you pay in full at the time of booking. When full payment is received by ITC Classics within seven days of the date shown on your Confirmation Invoice, we will guarantee that the price of your holiday will not change.

B) Payment of Deposit only – Changes in transportation costs including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes, embarkation or disembarkation fees at ports and airports and exchange rates mean that the price of your travel arrangements may change after you have booked.

1. Should the price of your holiday go down due to the changes mentioned above by more than 2% of your holiday price, then any refund due will be paid to you. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.
2. Should your holiday price increase and you do not wish to be charged for any increase equivalent to 2% of the price of your holiday, you would only have to pay the amount over and above the 2% of your holiday price. If this means that you have to pay an increase of more than 10% of the price of your holiday, you will have the option of accepting a change to another holiday if we are able to offer one or cancelling and receiving a full refund of all monies paid excluding any amendment charges. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy. 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 cancellation invoice. We reserve the right to alter the prices of any of the holidays shown in our brochure. You will be advised of the current price of the holiday that you wish to book before your contract is confirmed.

PLEASE NOTE that under paragraph B) above, no change in price will occur within 30 days of your departure.

The prices shown in our brochure are calculated on the basis of currency exchange rates as shown in the Financial Times Guide to World Currency tables on 24August 2006 (GB Pound to US\$1 8940, Euro 1.4802, South Africa Rand 13.4441, Australian Dollar 2.4830, New Zealand Dollar 2.9588, Mauritius Rupee 61.1746, Indian Rupee 88.1046, Hong Kong Dollar 14.7304, Singapore Dollar 2.9775, Thai Baht 71.2599, Mexican Peso 20.9380, Cyprus Pound 0.8526, Moroccan Dirham 16.3885) and known costs at that date.

## 3. INSURANCE

We believe that it is essential to take out insurance when you go on holiday and we strongly recommend that to do so is in your interest and that of your family. Please refer to Travel Insurance detailed on page 197. You must read your policy carefully as it is your responsibility to ensure that the insurance cover you purchase is adequate for your particular needs and taking into account any pre-existing medical condition. We do not check alternative insurance policies. We also ask that you provide us with the details of your existing policy number to assist you in the event of an accident or emergency abroad. It will be necessary for you to comply with the requirements of the policy in the event of a potential claim e.g. reporting a theft to the local police.

## 4. BROCHURE DESCRIPTIONS

The descriptions in this brochure are based on inspections made by representatives on the Company's behalf and on information passed to the Company. Please note that inspections could have taken place several months before the publication of this brochure. Accordingly, the descriptions are of what existed at the time of inspection. The availability of facilities and amenities may be affected by local conditions, such as inclement weather or the season. Suppliers of accommodation, transport, recreational facilities can make changes with no advance notice to us. When we become aware of any significant changes we will advise you or your travel agent at the time of booking or, after booking, as soon as possible before departure. The provisions of Clause 7 will apply when a significant change is notified after booking.

## 5. PROVISION OF TRANSPORT & ACCOMMODATION

The various carriers who provide transport as described in this brochure have their own terms and conditions. These terms and conditions may limit and/or exclude the supplier's liability to you, usually in accordance with applicable international conventions such as the Warsaw or Athens Convention. Air travel is also subject to the operational decisions of air carriers and of airports, which may result in delays, aircraft being diverted or schedule changes over which the Company has no control. The Company can provide you with copies of all relevant conventions and conditions upon request. It is our responsibility to notify you of the booking and/or signed the Booking Form, or from your travel agent, at least 46 days before departure. Due to the flexible itineraries that we offer, we are not in a position to state these facts in this brochure.

Due to the nature of the airline business, on rare occasions, flight delays regrettably do happen. In such an event, the airline is responsible for meals, accommodation and compensation. When necessary, depending on the length and cause of the delay, delays of at least 8 hours extending beyond midnight, overnight accommodation will be provided wherever possible by the airline. However, this will depend on such factors as the expected length of delay, local availability of accommodation and immigration rulings.

Where long flight delays result in lost holiday time, refunds are not given by suppliers for unused accommodation as rooms are held for delayed arrivals and are not re-let. Please also note that an airline carrier may, if circumstances so require, divert, postpone or delay any flight, or alter the airport of departure or arrival and may, without notice, substitute alternative carriers or aircraft.

Under EU law, in some circumstances, you have rights to a refund or compensation from your airline in cases of denied boarding, cancellation or long delays of flights. Full details of these rights are posted at EU airports and are also available from airlines.

The flight timings given on bookings are for general guidance only and are subject to change. The actual flight times will be those shown on your tickets, which will be dispatched to you approximately two weeks before departure. You must, accordingly, check your tickets very carefully immediately upon receipt to ensure that you have the correct flight times. It is possible that the flight times may be changed even after tickets have been dispatched, we will contact you as soon as possible if this happens.

This brochure details our sole responsibility. It is not issued on behalf of and does not commit any independent organizations/carriers whose services are featured in it.

## 6. ALTERATIONS AND CANCELLATIONS BY YOU

(i) You may make changes to your booking, provided that notification of the change is received in writing at our offices from the lead person who made the booking and/or signed the Booking Form, or from your travel agent, at least 46 days before departure. An amendment charge of £50 to cover administration costs for each change will be added to the price of your holiday if the amendment is made over 46 days before departure. An amendment charge of £100 to cover administration costs for each change will be added to the price of your holiday if the amendment is made less than 46 days before departure. Any substantial changes to your holiday requirements could invoke a possible cancellation of your holiday and the Cancellation Charges below could apply. You must also pay any costs and charges incurred or imposed by any of our suppliers in making the change requested. Please note that airlines will normally refuse amendments to your flights except upon payment of a fee, which varies from airline to airline up to, and including, the full fare. Any additional cost resulting from an earlier or later return flight other than the one scheduled, will be your own responsibility. If you make any alteration to your accommodation during your holiday, a cancellation charge will be applied.

(ii) Should you or any member of your party need to cancel your holiday, the lead person who made the booking and/or signed the Booking Form must immediately advise us in writing. Your notice of cancellation will only be effective when it is received in writing. As we incur costs from the time we accept your booking and may be unable to resell your holiday, the following cancellation charges will be payable. Where the cancellation charge is shown as a percentage, this is calculated on the basis of the total invoice cost payable excluding amendment charges, which are not refundable. Please note that when part cancellations occur, the amount payable by the rest of the party may increase.

PERIOD BEFORE DEPARTURE	CANCELLATION FEE PER PERSON
OVER 45 DAYS	LOSS OF DEPOSIT***
33 - 45 DAYS	40% OF HOLIDAY PRICE
15 - 32 DAYS	50% OF HOLIDAY PRICE
1 - 14 DAYS	100% OF HOLIDAY PRICE

DEPARTURE DATE AND THEREAFTER 100% OF HOLIDAY PRICE  
\*\*\*Bookings on some airlines and hotels during the peak season will have varying cancellation charges and, therefore, the fees shown above will not apply. The charges will be calculated and advised to you at the time of cancellation.

## 7. ALTERATIONS & CANCELLATIONS BY THE COMPANY

Occasionally, we have to make changes to and correct any errors published by us, both before and after bookings have been confirmed and cancel confirmed bookings. We must reserve the right to do so. However, we will not cancel your holiday unless you fail to make full payment on time or we are forced to do so as a result of circumstances outside our control. Most changes are minor.

Sometimes, we have to make a 'significant change'. When we refer to a 'significant change' in these Booking Conditions, we mean one or more of the following changes when made before departure:

- A change of accommodation to that of a lower price or standard for the whole or a major part of the time you are away
- A change of accommodation area for the whole or a major part of the time you are away
- A change of departure time of any transport which forms part of your holiday arrangements by more than 12 hours
- A change of the overall length of the holiday by more than 12 hours
- A change of the UK departure airport to one that is inconvenient for you.

If we become aware of a significant change or we have to cancel the booking before departure, you or your travel agent will be notified as soon as is practically possible. You will then be offered the following options of:

- a) Accepting the changed arrangements as notified to you, or
- b) Purchasing another holiday from us. If the chosen alternative is less expensive than your original holiday, we will refund the difference but if it is more expensive, we will ask you to pay the difference or,
- c) Cancelling your holiday and receiving a full refund of all monies you have paid to us.

In addition, if we have to cancel or make a significant change eight weeks or less before departure, we will pay you reasonable compensation subject to evidence of provable loss/losses if appropriate, subject to the following exceptions: Compensation will not be payable and no liability, beyond offering the above mentioned choices, can be accepted where you are forced to cancel or make a change as a result of unusual, unforeseeable circumstances beyond our control; the consequences of which could not have been avoided even with all due care. No compensation is payable for minor changes.

EVENT CANCELLATION: Occasionally, advertised events are cancelled by the organizers and often at short notice. Such cancellation will not constitute a significant change to, or the cancellation of, your holiday arrangements—even though we have pre-booked tickets for you.

## 8. FORCE MAJEURE

The Company regrets that it cannot accept any liability or pay any compensation where the performance or prompt fulfilment of its contractual obligations is prevented or affected by 'force majeure'. In these Booking Conditions, 'force majeure' means any event that we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil disobedience or strife, terrorist activity, industrial dispute, airline schedule changes, natural disaster, adverse weather conditions, adverse flooding, fire and all similar events outside our control. Advice from the Foreign Office not to enter or remain in a particular country or area will generally be regarded as 'force majeure'. The Company will act on such advice.

## 9. OVERBOOKING

The Company cannot guarantee that the providers of accommodation and flights will not overbook. Should this happen, the Company will take all reasonable steps to prevent your holiday arrangements from being altered but, if such steps are unsuccessful, we will:

- (i) Advise you before your departure if such overbooking is known beforehand and offer you, if available, an alternative holiday of comparable standard. If this is not acceptable, we will refund all monies paid to the Company (the provisions of Clause 7 will apply). Or,
- (ii) If such an overbooking is not known before your departure, we will endeavour to offer alternative accommodation together with compensation, being the difference between the price of the accommodation originally booked and the price of the alternative accommodation. In the event that such alternative accommodation is of a lower price than that originally booked, an extra £125 per person will be paid for any inconvenience. Where you do not wish to accept such alternative accommodation with good reason, the company will take reasonable steps to repatriate you to the UK, as soon as possible. In which event, the Company will, where appropriate, provide reasonable compensation to you. Other than as set out above, the Company has no liability or obligation to you where overbooking occurs for reasons beyond the control of the Company.

## 10. LIABILITY

(i) You (i) You (the Company):  
(a) It is your responsibility to arrive at places stated at the correct times and to reconfirm your return flight and departure times. The Company has no liability whatsoever to you for your failure to do so.  
(b) You must act and behave in a reasonable and responsible manner toward any other person you meet in the course of your travel arrangements. The Company reserves the right to cancel forthwith your holiday arrangements in the event that you fail to so act and behave and any consequent loss or damage that you suffer lies with you. The Company has no liability whatsoever to you in such event.

(ii) The Company to you:  
(a) We make every effort to ensure that all arrangements are made correctly and efficiently. We further accept responsibility for the acts and/or omissions of our employees, agents, suppliers and subcontractors (providing they were at the time carrying out duties, work or activities authorised or on our behalf) except where these result in death, personal injury or illness (dealt with separately below). We also accept responsibility if the services which we are contractually obliged to provide prove deficient or not of a reasonable standard. This acceptance of liability is subject to the provisions on 'force majeure' and the other terms of these Booking Conditions.

(b) Subject to these Booking Conditions, we accept responsibility should you or any member of your party suffer death, personal injury or illness as a result of any negligence by any of our employees, agents, suppliers or subcontractors (providing they were at the time carrying out work authorised or on our behalf) except in the following situations:

- (i) the act(s) and/or omission(s) of the person(s) affected, or
- (ii) those of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable, or
- (iii) an event which either us or the supplier(s)/agents and subcontractors of the service(s) in question could not have foreseen or avoided even with all due care

(c) We limit the maximum amount that we may have to pay for any and all claims or, parts of claims that do not involve personal injury, illness or death. Except where loss of and/or damage to luggage or personal possessions is concerned or if a lower limitation of liability applies to your claim, the maximum amount we will have to pay for such non-personal injury or illness (dealt with separately below) is limited to the amount of the price (excluding amendment charges) paid by or on behalf of the person(s) affected, in total. This maximum amount will only be payable where you have not received any benefit at all from your holiday. Where we are found directly liable for loss of and/or damage to any luggage or personal possessions (including money), the maximum amount we will have to pay is £250 per person affected, as it will be assumed that you have taken out adequate insurance at the time of booking. Please also see Clause (d) below.

(d) In all cases our liability in respect of air, sea, rail, road carriers and hotels are limited as if we were carriers or hotels within the applicable international conventions (e.g. Warsaw Convention for air travel etc). For all claims arising from international carriage, compensation can only be paid in those situations where the carrier concerned would be obliged to pay compensation under the relevant international convention, were a claim made against that carrier in that particular situation.

(e) If it is a condition of the acceptance of liability set out in this Clause that you notify us of any claim you and/or any member(s) of your party has in accordance with Clause 12 'Complaints'. Any person(s) to whom any payment is made (and their parent or guardian, if that person is under 18 years of age) must also assign to us or our insurers any rights they may have to pursue any third party in connection with the claim. You must provide us and our insurers with all the assistance that we reasonably require.

(f) Should you be unfortunate enough to suffer personal injury, illness or death by misadventure as a result of an activity which does not form part of your booked arrangements, or an excursion sold through us, we shall assist you and your party. This assistance may, subject to our prior approval and our reasonable discretion, include financial assistance with initial legal expenses to enable you to take proceedings against the third party responsible. All assistance is provided subject to a maximum total cost of £5,000 per Booking Form. In addition, if you should be successful in obtaining a costs order against any third party or if you are able to claim under any insurance policy/ies you may have, we shall be entitled to recoup from you the costs actually incurred by us. All requests for assistance with legal costs must be received by us within 90 days of the date of misadventure.

## 11. DATA PROTECTION

In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements, we ("and your travel agent) need to use the information you provide such as name, address, personal information including any special needs/dietary requirements, etc.

We take full responsibility for ensuring that proper security measures are in place to protect your information. We are required to pass the information on to the relevant suppliers of your travel arrangements such as airlines, hotels, transport companies, etc. The information may be required and provided to security or credit checking companies, public authorities such as customs/immigration if required by them, or as required by law.

Additionally, where your holiday is outside the European Economic Area (EEA), controls on data protection in your destination may not be as strong as the legal requirements in this country. We will not, however, pass any information onto any person who is not responsible for part of your travel arrangements. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary/religious requirements.

**If we cannot pass this information to the relevant suppliers, (whether in the EEA or not), we cannot confirm your booking. In making this booking, you consent to this information being passed on to the relevant persons.**

If you have booked using our online system, please ensure that you have read our Privacy Policy

Please note that where information is also held by your travel agent, this is subject to their own data protection policy. Your data controller is International Travel Connections Ltd. You are entitled to a copy of your information held by us. If you would like to see this please contact us. We may make a small charge for providing this to you.

## 12. COMPLAINTS

Whilst we aim to ensure that your holiday runs smoothly, there may be times when it does not. Please follow the complaints procedure below to minimize inconvenience to all parties:

1. Any complaint should be reported immediately and directly to the supplier and, as soon as possible, to our local representative in your country. We will investigate the complaint and, if possible, will offer you compensation. We will be affected, as we will have been deprived of the opportunity to investigate and rectify the problem.

2. In the unlikely event that neither our representative nor our supplier is able to resolve the matter to your complete satisfaction, please telephone, fax or e-mail the details of your complaint to International Travel Connections in Chester on Tel 01244 355 400, Fax 01244 355 419, E-mail Concierge@ITC-UK.com. Any costs incurred in doing so will be fully refunded. 3. Once in receipt of a complaint, we will react swiftly to resolve the matter. Our aim is to rectify any shortcomings immediately, so that you can fully enjoy the remainder of your holiday.

If you still have cause for complaint on your return to the UK, you are required to seek satisfaction by writing to the Company within 28 days of the end of your holiday and providing full details of the holiday and the reason for dissatisfaction. We regret that we cannot accept liability in relation to any complaint or claim which is not notified entirely in accordance with this procedure. Any complaint or claim which is not notified in accordance with this procedure cannot be amicably settled, may if the client so wishes) be referred to arbitration under a special scheme, which although devised by arrangement with the Association of British Travel Agents is administered quite independently by the Chartered Institute of Arbitrators. The Scheme (details of which will be supplied on request) provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on the customer in respect of costs. The scheme does not apply to claims for an amount greater than £5,000 per person. There is also a limit of £25,000 per Booking Form. The Scheme does not apply to claims which are solely or mainly in respect of physical injury or illness or the consequences of such injury or illness. If you elect to seek redress under this scheme, written notice requesting arbitration under this scheme must be made within 9 months after the schedule date of return from the holiday.

## 13. LAW

Your contract is governed by and construed in accordance with English law. Each party submits to the jurisdiction of English Courts to settle any claim or matter arising under the contract, unless you wish to submit the claim or matter to arbitration under the Scheme set out under Clause 12 above.

Date of issue: August 2006  
All prices are applicable from 01 October 2006 until further notice, or when superseded by a further edition. Please check when booking.