

BOOKING CONDITIONS

The following Booking Conditions together with the General Information contained in this leaflet COVID -19 Additional Terms and Information and any other information we have bought to your attention before you made your booking form the basis of your contract with European Connoisseurs Travel (ECT), with company number **4124896** and registered address at Lorne House, 76 Lorne Road, Bath, BA2 3BZ. Please read them carefully as they set out our respective rights and obligations. In these Booking Conditions "you" means all persons named on the booking (including anyone who is added or substituted at a later date) "We" means European Connoisseurs Travel.

1. Making Your Booking

To make a booking, you must complete and sign our booking form. When you make a booking, you are confirming that you are at least 18 years of age and that you understand our Booking Conditions and have accepted them on behalf of yourself and all persons in the party. The Group Organiser (for group bookings) or lead passenger (all other bookings) is responsible for making all payments due to us and your completed booking form(s), must be sent to us together with the payments referred to in Clause 2 below. You must also consent to our use of personal data in accordance with our Privacy Policy and is authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable special categories of data (such as information on health conditions or disabilities and dietary requirements).

Once we have received your booking form and appropriate payment, we will, subject to availability, confirm your tour by issuing a confirmation invoice. A binding contract between us comes into existence when we dispatch our confirmation invoice to the Group Organiser (for group bookings) or lead passenger (all other bookings).

If your confirmed arrangements include a flight, we will also issue you with an ATOL Certificate. Contact us immediately if any information, which appears on the confirmation, the ATOL Certificate or any other document, appears to be incorrect, as it may not be possible to make changes later. We regret we cannot accept any liability if we are not notified of any inaccuracies, of which you should have been aware, in any document, within 10 days of our sending it out and five days for tickets. We require a minimum number of persons to operate your tour.

Your booking will be held on a provisional basis until the required minimum number has been reached, when a confirmation invoice will be issued. If, by 90 days before the departure, the minimum number has not been reached we will:

- 1) **If you are part of a group booking:** contact you to offer (1) an increased price or (2) an amendment to the tour content and price. If neither is acceptable, we will refund your deposit ; or
- 2) **If you are not part of a group booking:** refund your deposit.

2. Payments

In order to confirm your chosen tour, a deposit payment per person, as specified in our promotional leaflet (or full payment if a booking is made within 8 weeks of the departure date, or is otherwise required – you will be advised if this is the case at the time of booking), must be paid at the time of booking. We must receive the balance of the tour cost not less than 8 weeks prior to departure. This date will be shown on the confirmation invoice. Reminders are not sent. Itineraries will not be sent unless full payment is received. In certain circumstances you may be asked to pay a schedule of further deposits and/or pay the balance earlier than indicated above due to our commitment to suppliers. **Once these early payments have been made they become non-refundable, overriding our standard cancellation policy.** If we do not receive all payments due in full and on time, including any surcharge where applicable, we reserve the right to treat your booking as cancelled by you. In this case we shall retain your deposit.

3. The Cost of Your Tour and Price Variation

We reserve the right to increase or decrease the prices of unsold tours at any time. The price of your chosen tour will be confirmed at the time of booking.

Once confirmed, subject to the correction of errors, the price of your tour will not be increased except in the event of a price variation as detailed below.

We reserve the right to vary the price of your tour in relation to changes in transportation costs, including the costs of fuel, dues, taxes or fees

chargeable for services applicable to the holiday imposed by third parties not directly involved in the performance of the holiday, such as tourist taxes, landing taxes or embarkation or disembarkation fees at ports or airports, or the exchange rates applied to the particular tour.

Such variations could include but are not limited to airline cost changes which are part of our contracts with airlines and their agents, and any other transport providers.

We will not vary the price of your tour less than 20 days before your departure date.

You will be charged for the amount of any increase in accordance with this clause. However, if this means that you have to pay an increase of more than 8% of the price of your tour, you will have the option of accepting a change to another tour, if we are able to offer one if this is of lower quality you will be refunded the difference in price), or cancelling your tour with a full refund of all monies paid to us except for any premium paid for insurance and amendment charges.

You have 7 days from the issue date printed on the surcharge invoice to tell us if you want to cancel for this reason. If you do not tell us that you wish to cancel within this period of time, we are entitled to assume that you do not wish to cancel and will pay the surcharge. Any surcharge must be paid with the balance of the cost of the holiday or within 7 days of the issue date printed on the surcharge invoice, whichever is the later. A surcharge will not be levied within 20 days of departure date.

Should the price of your tour go down due to changes mentioned above, then any refund due will be paid to you less an administration fee of £50. Please note that travel arrangements may not be 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.

We reserve the right to correct errors in advertised prices at any time before your booking is confirmed. We will do so as soon as we become aware of the error. **As changes and errors occasionally occur you must check the price of your chosen tour at the time of booking.** After confirmation, we will only seek to correct an error in the confirmed price if, in our reasonable opinion, you knew or must have known an error had been made. If the correction is a significant one, you will have the option of cancelling your tour and receiving a full refund of all monies paid to us. If you do not want to accept the revised price you must advise us in writing of this within 7 days of our notifying you of the correction. We regret we cannot pay any compensation, expenses or costs. Please also refer to Clause 7.

4. Changes by You and Administration Charges

Should you wish to make any changes to your confirmed tour, you must notify us in writing as soon as possible. Whilst we will endeavour to assist, we cannot guarantee we will be able to meet any such requests. Where we can, an amendment fee of £50 per booking will be payable, together with any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. Should any cheques issued to us in payment of any services be returned unpaid by our bank, any charges levied by our bankers will be passed on to you. These costs could increase the closer to the departure date that changes are made. Where we are unable to assist and you do not wish to proceed with the original booking, we will treat this as a cancellation by you and the cancellation fees in clause 5 may apply. Please also note the statement in bold in clause 5, below.

5. Cancellation by You

Should you or any member of your party need to cancel your chosen tour once it has been confirmed, the Group Organiser/Lead Passenger must advise us in writing. Your notice of cancellation will only be effective when it is received in writing by us at our offices. As we incur costs from the time we confirm your booking, the following cancellation charges will be payable. Should one or more member of a party cancel, it may increase the per person tour price of those still travelling and you will be liable to pay this increase. Where the cancellation charge is shown as a percentage, this is calculated on the basis of the total cost payable by the person(s) cancelling, excluding insurance premiums and amendment charges.

Period before departure within which written notification of cancellation is received by us	Cancellation charge per person cancelling
90 days or more before departure	deposit(s) or 20% of tour price if payment is made in full at time of booking
89-57 days before departure	30%
56-43 days before departure	50%
42-29 days before departure	60%
28-15 days before departure	90%
14 days or less before departure	100%

Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of your insurance policy. Claims must be made directly to the insurance company concerned.

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

Where possible, we will deduct the cancellation charge(s) from any monies you have already paid us.

Cancellation by you due to unavoidable and extraordinary circumstances:

You have a right to cancel your tour before departure without paying a cancellation fee in the event of "unavoidable and extraordinary circumstances" occurring at the destination of your tour or its immediate vicinity, significantly affecting its performance or significantly affecting the transport arrangements to the destination(s). In these circumstances, we shall provide you with a full refund of the monies you have paid but we will not be liable to pay you any additional compensation. Please note that your right to cancel in these circumstances will only apply where the Foreign and Commonwealth Office advise against travel to your destination or its immediate vicinity. For the purposes of this clause, "unavoidable and extraordinary circumstances" means warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to your travel destination.

This clause 5 outlines the rights you have if you wish to cancel your booking. Please note that there is no automatic statutory right of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (Directive 2011/83/EU).

Transfers of booking

If you or any member of your group is prevented from travelling, his/her place may be transferred to another person provided that this is not less than 7 days prior to the departure date and the transferee meets any conditions which may apply to the package. The right to transfer is subject to payment of an administration fee of £50 per person to cover our administration together with any additional charges of whatever sort imposed by suppliers providing the component parts of the tour. These charges will be the joint responsibility of both the transferor and transferee. If you are unable to find a replacement, the member of the group who wishes to cancel the booking will be liable for the cancellation charges set out in clause 5. There will be no refunds for passengers not travelling or for unused services.

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

6. Insurance

It is a condition of your booking that you have adequate travel insurance if travelling outside the UK. Details of the policy must be provided by you (your insurer, policy number and emergency telephone number) when completing a booking form. ECT retain the right to cancel a booking where there is failure to provide such details. Please read the policy details carefully. Please note, that we do not check policies and you must be satisfied that your insurance fully covers all your personal requirements including pre-existing medical conditions, cancellation charges, medical expenses and repatriation in the event of accident or illness. If you choose to travel without adequate insurance cover, we will

not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available. **Important:** Please pay special attention to the clause covering delay and cancellation. Please be aware that your insurance policy may exclude cover for loss caused by adverse weather conditions.

7. Changes and Cancellation by Us

We start planning our tour programmes many months in advance. Occasionally, we have to make changes to and correct errors in leaflets and other details before and after bookings have been confirmed and cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so. We will endeavour to not cancel your tour 30 days or less before departure unless (i) we are forced to as a result of force majeure as defined in Clause 8 below (ii) you have defaulted in payment or (iii) the minimum number of persons necessary for us to run your tour has not been reached and the supplement has not been paid (in this case we will notify you no later than 90 days before departure) - please refer to Clause 5. If you have booked as part of a group and your cancellation means that the minimum number of people for that tour has not been reached, the appropriate cancellation charges, as set out in Clause 5, will be applied to those person(s) in the group who have cancelled their bookings. Those persons who were still booked on the tour at the time of cancellation will receive a refund of the tour costs already paid. However, no compensation will be paid if a tour has to be cancelled because the minimum number has not been reached.

We will not make a significant change less than 14 days before departure unless we are forced to as a result of force majeure as defined in Clause 8 below. When we refer to a "significant change" in these Booking Conditions, we mean one that is made before departure which materially affects your confirmed arrangements (on the basis of the information we have). Such changes will include a change to your departure point, a significant change to your destination or a change of hotel to a lower official classification or standard. If we have to make a "significant change" or cancel, we will tell you as soon as possible. If there is time to do so before departure, we will offer you the choice of the following options:

- (a) (for "significant changes") accepting the changed arrangements or
- (b) purchasing an alternative tour from us, of a similar standard to that originally booked if available (if the chosen alternative is less expensive than your original one, we will refund the difference, but if it is more expensive we will ask you to pay the difference) or
- (c) cancelling or accepting the cancellation, in which case you will receive a full and quick refund of all monies you have paid to us*

Please note, the above options are not available where any change made is a minor one. If we do have to make a minor change we will make reasonable efforts to inform you as soon as reasonable possible if there is time before departure but we will have no liability to you.

You must notify us of your choice within 7 days of our offer. If we do not hear from you within 7 days we will contact you again and if you fail to respond again, we will assume that you have chosen to accept the change or alternative booking arrangements.

If we become unable to provide a significant proportion of the arrangements that you have booked with us after you have departed, we will, where possible, make alternative arrangements for you at no extra charge and where those alternative arrangements are of a lower standard, provide you with an appropriate price reduction.

If we have to make a significant change 14 days or less before departure or cancel 30 days or less before departure, we will pay you compensation subject to the following exceptions. Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where:

- (1) we are forced to make a change or cancel as a result of force majeure, as defined in clause 8; or

- (2) we have to cancel because the minimum number of persons necessary for us to operate your tour has not been reached – in this case we will notify you no later than 90 days before departure (see clause 1). No compensation will be payable if we cancel as a result of your failure to comply with any requirement of these Booking Conditions entitling us to cancel (such as paying on time).

Compensation is paid on the basis of £30.00 per person if a “significant change” or cancellation is notified to you 14 days or less before departure. In all cases, our liability for “significant changes” and cancellations is limited to offering you the above mentioned options and, where applicable, compensation payments. We regret we cannot pay any expenses, costs or losses incurred by you as a result of any change or cancellation. No compensation is payable for minor changes. The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

Very rarely, we may be forced by “force majeure” (see Clause 8) to change or terminate your tour after departure but before the scheduled end of your time away. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result.

8. Force Majeure

We regret we cannot accept liability or pay compensation, reimburse expenses or cover losses where the performance or prompt performance of our contractual obligations is prevented or affected by “force majeure”. In these Booking Conditions, “force majeure” means any event that we or the supplier of 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 strife, terrorist activity, industrial dispute, natural or nuclear disaster, airport closures, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or adverse weather conditions (actual or threatened) which would make it impossible to travel safely to the travel destination or remain at the travel destination, fire, change to Foreign Office advice to advise against travel to your destination, chemical or biological disaster, natural or nuclear disaster, building or significant work ongoing outside of your accommodation and all similar events outside our or the supplier(s) concerned’s control.

Brexit implication – please note that certain travel arrangements may be affected as a result of the United Kingdom’s decisions to leave the European Union. This could include an unavailability of certain flight routes, access to certain ports and airports and changes to the visa requirements of British citizens travelling to, within or through the EU. Please rest assured that this is something we will continue to monitor the will advise our customers as soon as possible if we become aware of any confirmed bookings that will be affected. However, since this is something which is completely unprecedented and outside of our control, we would treat any such changes of Force Majeure, and whilst we will endeavour to provide suitable alternative arrangements or refunds where possible, we will not be liable to pay you any compensation.

9. Our Liability to You

- (i) We will accept responsibility for the arrangements we agree to provide or arrange for you as an “organiser” under the Package Travel, Package Travel and Linked Travel Arrangements Regulations 2018, as set out below and as such, we are responsible for the proper provision of all travel services included in your tour as set out in your confirmation. Subject to these booking conditions, if we or our suppliers negligently perform or arrange, and we don’t resolve your complaint within a reasonable period of time, and this has affected the enjoyment of your tour you may be entitled to an appropriate price reduction or compensation or both. You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package. The level of any such price reduction or compensation will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these conditions and the extent to which ours or our employees’ or suppliers’ negligence affected the overall enjoyment of your holiday. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.

- (ii) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:
- (a) the act(s) and/or omission(s) of the person(s) affected;
 - (b) the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
 - (c) Force Majeure (as defined in clause 8).

(iii) **We limit the amount of compensation we may have to pay you if we are found liable under this clause:**

(a) loss of and/or damage to any luggage or personal possessions and money,

The maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are required to have adequate insurance in place to cover any losses of this kind.

(b) Claims not falling under (a) above and which don’t involve injury, illness or death

The maximum amount we will have to pay you in respect of these claims is up to three times the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.

(c) Claims in respect of international travel by air, sea and rail, or any stay in a hotel

- i) The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can ask for copies of these Conventions from our offices. Please contact us. In addition, you agree that the operating carrier or transport company’s own ‘Conditions of Carriage’ will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those ‘Conditions of Carriage’. You acknowledge that all of the terms and conditions contained in those ‘Conditions of Carriage’ form part of your contract with us, as well as with the transport company and that those ‘Conditions of Carriage’ shall be deemed to be included by reference into this contract.
- ii) In any circumstances in which a carrier is liable to you by virtue of EC 261/2004 (denied boarding and flight disruption), any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier.
- iii) When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.
- (iv) It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.
- (v) Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.
- (vi) Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description: (a) which on the basis of the information given to us by you concerning your booking prior

to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or (b) relate to any business; or (c) indirect or consequential loss of any kind.

(vii) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our brochure. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.

(viii) Where it is impossible for you to return to your departure point as per the agreed return date of your package, due to "unavoidable and extraordinary circumstances", we shall provide you with any necessary accommodation (where possible, of a comparable standard) for a period not exceeding three nights per person. Please note that the 3 night cap does not apply to persons with reduced mobility, pregnant women or unaccompanied minors, nor to persons needing specific medical assistance, provided we were notified of this at least 48 hours before the start of your tour. For the purposes of this clause, "unavoidable and extraordinary circumstances" mean warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which making it impossible to travel safely back to your departure point.

11. Complaints and Problems

In the unlikely event that you have any reason to complain or experience any problems with your tour whilst away, you must immediately inform our Tour Manager and the supplier of the service(s) in question in order to give us the opportunity to resolve the matter at the time. If your complaint is not resolved locally, please email theresa@ecttravel.com. Most problems can be dealt with quickly. If you remain dissatisfied, however, you must write to us, ideally within 28 days of your return, giving your booking reference and all other relevant information. For all complaints and claims which do not involve personal injury, illness or death, it may affect ours and the applicable supplier's ability and liability to investigate your complaint and will affect your rights under this contract. You can access the European Commission Online Dispute Resolution platform at <http://ec.europa.eu/consumers/odr/>. This is a means of registering your complaint with us and will not determine how your complaint should be resolved.

12. Behaviour

When you book with us, you accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss must be paid direct at the time to the accommodation owner, manager or other supplier. If you fail to do so, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you. We expect all clients to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of any other person in authority, you or any member of your party behaves in such a way as to cause or be likely to cause danger, annoyance or distress to any third party or damage to property, we are entitled, without prior notice, to terminate the tour of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the accommodation or other service. We will have no further responsibility toward such person(s) including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination. We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking arrangements or with us.

13. Conditions of Suppliers

Independent suppliers provide many of the services that make up your tour. Those suppliers provide these services in accordance with their own terms and conditions which will form part of your contract with us. Some of these terms and conditions may limit or exclude the suppliers' liability to you, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions are available on request from us or the supplier concerned.

14. Special Requests and Medical Conditions

Although we endeavour to pass any reasonable requests on to the relevant supplier, we regret we cannot promise that any request will be complied with unless we have specifically confirmed this in writing. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your Confirmation or any other documentation, is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability. We regret we cannot accept any conditional bookings, ie, any booking which is specified to be conditional on the fulfillment of a particular request. All such bookings will be treated as "standard" bookings subject to the above provisions on special requests. If you or any member of your party has any medical problem or disability which may affect your tour, please tell us before you confirm your booking so that we can advise as to the suitability of the chosen arrangements. In any event, you must give us full details in writing at the time of booking. If we feel unable to properly accommodate the particular needs of the person concerned, we must reserve the right to decline/cancel their reservation.

15. Disabled Travellers and Passengers with Reduced Mobility

Unfortunately, our holidays may not be suitable for people with certain disabilities or medical conditions. If you have a disability, coaches can be difficult to get on and off and some of our hotels do not offer ground/lower floor accommodation or lifts/easy access. Should any member of your party suffer from any disability or medical condition which may affect their holiday you must notify us at the time you book the holiday and include any specific requirements. Additionally, at the time you book the holiday you must provide written confirmation that all assistance the disabled person requires will be provided by you. In view of the nature of our holidays, we regret we must reserve the right to decline any bookings whenever we feel unable to accommodate the needs of any particular tour member. We further reserve the right to cancel any tour and impose cancellation charges if we are not fully advised of any relevant disability or medical condition at the time of booking. If you or a member of your party are a wheelchair user or have reduced mobility we strongly advise you to contact us directly before making your reservation. This will enable us to check the availability of any assistance requirements prior to booking, as any changes made after booking will be subject to our standard change fees.

16. Passports, Visas and Health Requirements

A full and valid passport is required for all overseas tours. Your specific passport and visa requirements and other immigration requirements, and any costs related to obtaining these, are your responsibility and you should consult with the relevant Embassies and/or Consulates for the countries to or through which you are intending to travel. We do not accept responsibility if you cannot travel because you have not complied with any passport, visa, immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities. Most countries require passports to be valid for at least 6 months after your return date so if your passport is in its final year, you should check with the Embassy of the country you are visiting. For further information you can contact the Passport Office on 0870 5210410 or visit <https://www.gov.uk/browse/citizenship/passports>. **Special conditions apply for travel to the USA, and all passengers must have individual machine readable passports. Please check <https://uk.usembassy.gov>. Non British passport holders**, including other EU nationals, should obtain up to date travel advice on passport and visa requirements from the Embassy, High Commission or Consulate of your destination or country(ies) through which you are travelling.

For information on health please refer to the DSS leaflet T6 (Health Advice for Travellers) obtainable from your local Department of Health office and most Post Offices (UK nationals). For European tours it is recommended to obtain an EHIC card (which replaced the E111 card in Jan 2006), together with personal Travel Insurance. – see Clause 6).

It is your responsibility to ensure that you are in possession of all necessary travel and health documents before departure. If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly.

17. Financial Security

In compliance with the The Package Travel and Linked Travel Arrangements Regulations 2018, all travel and accommodation monies received are financially protected. We provide this financial security for our packages that do not include flights by way of a trust account with Bennett Oakley Solicitors, 13 Mill Road, Burgess Hill, West Sussex, RH15 8ND.

The Trust Account ensures that if European Connoisseurs Travel Limited cannot meet its liabilities, the Trustee can use the funds in the Trust Account to refund monies to clients who have not yet travelled, or to repatriate them as necessary.

We provide financial security for flight inclusive packages and ATOL protected flights by way of our Air Travel Organiser's Licence number 6545, issued by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR, UK, telephone 0333 103 6350, email: claims@caa.co.uk.

When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. For further information, visit the ATOL website at www.atol.org.uk. The price of our flight inclusive arrangements includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices. Not all holiday or travel services offered and sold by us will be protected by the ATOL Scheme. ATOL protection extends primarily to Customers who book and pay in the United Kingdom and European Economic Area (EEA).

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative, (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme, (or your credit card issuer where applicable). If we, or the suppliers identified on your ATOL Certificate, are unable to provide the services listed, (or a suitable alternative, through an alternative ATOL holder or otherwise), for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to, (or confer a benefit on), you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent, (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that body has paid sums you have claimed under the ATOL scheme.

18. Brochure Accuracy

Please note the information and prices shown in our leaflets and on our website may have changed by the time you come to book your chosen arrangements. Whilst every effort is made to ensure accuracy at the time of printing, regrettably errors do occasionally occur and we reserve the right to correct prices and other details in such circumstances. You must, therefore, ensure you check all details of your chosen tour (including the price) with us at the time of booking.

19. Safety Standard

Please note, it is the requirements and standards of the country in which any services which make up your tour, which apply to those services and not those of the UK. As a general rule, these requirements and standards will not be the same as the UK and may be lower.

20. Hotels

We describe the hotels as accurately as we can and, where possible, we also make inspection visits to the hotels to satisfy ourselves that standards and facilities are maintained as described in the hotel brochure. Facilities vary in how many double bedded rooms are available. If doubles are unavailable, a twin bedded room will be offered, which is 2 single beds next to each other. Larger rooms for 3-4 persons may not always be available and can vary in size. A triple room will have either a double bed and a single bed, or three single beds, or the room

could have an extra bed put into a double room which could be a foldaway bed. A hotel will have a range of rooms available; where room types are limited the hotel management will have a policy in place to avoid overselling. Please note that most hotel rooms in Europe may not provide kettles as part of the bedroom facilities.

21. Optional Excursions (Extras)

All optional excursions or extras offered by us are subject to local conditions i.e. road closures, religious festivals, etc. Timings may need to be altered as a result. Certain excursions may only be operated if a minimum number is reached. For excursions booked independently through third party operators, your contract will be with the operator of the excursion and not with us and we are not responsible for anything that happens during the course of its provision by the operator.

22. Prompt Assistance

If, whilst you are on holiday, you find yourself in difficulty for any reason, we will offer such prompt assistance as is appropriate in the circumstances. In particular, we will provide you with appropriate information on health services, local authorities and consular assistance, and assistance with distance communications and finding alternative travel arrangements. Where you require assistance which is not owing to any failure by us, our employees or sub-contractors we will not be liable for the costs of any alternative travel arrangements or other such assistance you require. Any supplier, airline or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them. Subject to the other terms of these Booking Conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances, if you fail to obtain our prior authorisation before making your own travel arrangements. Furthermore, we reserve the right to charge you a fee for our assistance in the event that the difficulty is caused intentionally by you or a member of your party, or otherwise through your or your party's negligence.

23. Delays, Missed Transport Arrangements and other Travel Information

If you or any member of your party miss your flight or other transport arrangement, it is cancelled or you are subject to a delay of over 3 hours for any reason, you must contact us and the airline or other transport supplier concerned immediately. For coach delays please refer to the terms of your travel insurance policy.

Under EU Law, you have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delay to flights. If the airline does not comply with these rules you should complain to the Civil Aviation Authority at www.caa.co.uk/passengers. Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your tour price from us. If, for any reason, you do not claim against the airline and make a claim for compensation from us, you must, at the time of payment of any compensation to you, make a complete assignment to us of the rights you have against the airline in relation to the claim that gives rise to that compensation payment. A delay or cancellation to your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight. We cannot accept liability for any delay which is due to any of the reasons set out in clause 8 of these Booking Conditions which includes the behaviour of any passenger(s) on any flight who, for example, fails to check in or board on time.

The carrier(s), flight timings and types of aircraft shown in this brochure or on our website and detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. We shall inform you of the identity of the actual carrier(s) as soon as we become aware of it. The latest flight timings will be shown on your tickets which will be despatched to you approximately two weeks before departure. You should check your tickets very carefully immediately on receipt to ensure you have the correct flight times. If flight times change after tickets have been dispatched we will contact you as soon as we can to let you know.

Please note the existence of a "Community list" (available for inspection at http://ec.europa.eu/transport/air-ban/list_en.htm) detailing air carriers that are subject to an operating ban with the EU Community.

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

24. Advance Passenger Information

A number of Governments are introducing new requirements for air carriers to provide personal information about all travellers on their aircraft to the Authorities before the aircraft leaves the UK. The data will be collected either at the airport when you check in or in some circumstances when, or after you make your booking. Accordingly, you are advised to allow extra time to check in for your flight. Where we collect this data, we will treat it in accordance with our Privacy Policy.

25. Foreign Office Advice

You are responsible for making yourself aware of Foreign Office Advice in regard to the safety of the countries and areas in which you will be travelling and to make your decisions accordingly. Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure as defined in clause 8.

26. Law & Jurisdiction

These Booking Conditions and any agreement to which they apply are governed in all respects by English Law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Courts of England and Wales only. If you are resident in Scotland or Northern Ireland, the Courts of Scotland and Northern Ireland can deal with any disputes if you wish.

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27/08/2020



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