

SCENIC & CONTINENTAL CAR TOURS - TERMS & CONDITIONS OF BOOKING

These Booking Conditions set out the terms on which you contract with us, 'Scenic & Continental Car Tours' is based upon. This contract is made on the terms of these booking conditions, which are governed by English Law, and the jurisdiction of the English Courts. All information provided in our brochure/website is, to the best of our knowledge or belief, correct at the time of publication. We will advise you of any changes that are fundamental to the contract, or which we believe will affect your enjoyment of the holiday. Please advise us if there is any requirement, which you believe is fundamental to your holiday so that we can give you the latest information at time of booking. In these booking conditions, Scenic & Continental Car Tours are a trading division of the Albatross Travel Group Limited, Company Registration Number 4381534.

"You" and "Your" means all persons named on the booking (including anyone who is added or substituted at a later date). **"We", "us" and "our"** means **Scenic & Continental Car Tours**. Except where otherwise stated, these booking conditions only apply to holiday arrangements which you book with us in the UK and which we agree to make, provide or perform (as applicable) as part of our contract with you. All references in these booking conditions to **"holiday", "booking", "contract" or "arrangements"** mean such holiday arrangements unless otherwise stated.

1. BOOKING

You must complete and sign a booking form and send this to us with the per person deposit as required. In the case of bookings made less than ten weeks before departure we require payment in full. The person who signs the booking form accepts responsibility for the party, and in particular for payment for all the persons on the booking. You must be at least 18 years old to make a booking. Where a booking is made through a group or club organiser or other agent, any money paid by you to the said organiser/agent is held on our behalf.

A contract is made when we accept your booking and send you our written confirmation and invoice. If we cannot accept the booking, any money paid will be promptly refunded. Where our holidays are based on specially negotiated ferry or airfares booked in a specific booking class. At the time of booking if space is not available in the specified booking class, we will endeavour to secure space in an alternative class and advise you of any additional cost. Please note that most special ferry or air fares are non refundable and non-changeable. You will be advised at the time of booking, should your fare carry any additional restrictions.

2. PAYMENT

We hold your deposit towards the full cost of the holiday. The balance must be received by us no later than ten weeks prior to departure, or by the final payment due date shown within these booking conditions, as appropriate to your holiday. If you do not pay the full cost within the time specified we may treat your holiday as cancelled by you in which case the cancellation charges shown in clause 4 will apply.

If Paying by Credit Card - We accept Visa and MasterCard credit cards. Payments using these cards will incur an additional charge of 1.775%. We also accept payments made by; direct bank payment, debit card or cheque, for which no levy is charged.

3. YOUR HOLIDAY PRICE

- Prices shown are given as an indication and are unless otherwise indicated, starting prices based on two sharing a room/car in the lowest booking season. Full pricing details are shown on our website or may be obtained by calling us.
- We reserve the right to notify you of any alteration in the advertised price and any changes in holiday arrangements before accepting your booking.
- Once you have made your booking the price is fully guaranteed and will not be subject to any additional surcharges.
- Prices in this brochure and on our website are calculated on rates of exchange linked to those available to us; either based on rates previously secured or our view of currency exchange rates applicable at the time payments are due.
- Single supplements are often payable for sole occupancy of a room. A single room does not guarantee the provision of a double or twin room, and in some instances may be smaller. For triple or quad occupancy, this may be a standard room with either a camp bed, roll-away, or mattress on the floor and space will therefore be limited.

4. CANCELLATION BY YOU

If you fail to pay the full cost of the holiday within the specified time or if you cancel your holiday, you will be liable as a minimum, to pay the charges detailed below up to the point of cancellation. Or in the case of failure to pay, at the date that we deem your booking to have been cancelled. Should you wish to cancel your booking after it has been accepted you must send us written notice signed by the person who signed the booking form. The cancellation charge will be calculated according to the date when we receive written notice of cancellation, or the date upon which your cancellation is treated as occurring because of non-payment. We reserve the right to apply the following cancellation charges based on a proportion of the total cost of the holiday as shown on our invoice, excluding those items referred to below.

More than 70 days: Loss of deposit

70-42 days: 40% of holiday cost (or deposit if greater)

41-30 days: 60% of holiday cost (or deposit if greater)

29-15 days: 90% of holiday cost

14-0 days: 100% of holiday cost

Please Note; non refundable ferry or air tickets will be charged at 100% and the above scale of charges will then apply to the remainder of the holiday cost. Insurance premiums and amendment charges are not refundable. Additional accommodation costs for reduced occupancy or other components, may be payable in the event that one or more passengers cancels but where remaining passengers still wish to travel. If your cancellation falls within the provisions of your travel insurance policy you may be able to make a claim which must be made direct to your insurance company.

Group Bookings – cancellation charges as above will apply to all and any members of the group / who may wish to cancel in the unlikely event of cancellation by the lead booking/passenger.

5. CANCELLATION & VARIATION BY US

We start planning the holidays we offer many months in advance. Occasionally, we have to make changes to and correct errors in the brochure and other details both before and after bookings have been confirmed and cancel confirmed bookings, events or activities.

Holidays to remote parts of the world carry the risk that parts of the holiday may be subject to alterations beyond our control, sometimes at short notice. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so. However, we promise we will only cancel your confirmed booking less than ten weeks before departure where we are forced to do so as a result of 'circumstances beyond our control' (see clause 6). Please note; some of our holidays require a minimum number of participants to enable us to operate them. If the minimum number of bookings required for a particular holiday have not been achieved, we are entitled to cancel it providing we notify you of the cancellation not less than ten weeks before departure. Please note that in such cases we are not able to accept responsibility for costs of additional travel arrangements made in association with the cancelled holiday, unless booked through Scenic & Continental Car Tours. Most changes are minor. Minor changes include a change of ferry, ferry company, airline or aircraft, ferry or flight time change of less than 12 hours, change of London or local airports and/or local connecting transport and changes to supplementary arrangements such as excursions, or change of accommodation to another of the same standard. Occasionally, we may have to make a significant change. If we have to make a significant change or cancel arrangements, 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:

- accepting the changed arrangements, or
- purchasing an alternative holiday from us, of a similar standard to that originally booked, if available. If the cost of this alternative is less than your original holiday, we will refund the price difference. If you do not wish to accept the holiday we specifically offer you, you may choose any of our other then available holidays. You must pay the applicable price of any such holiday, or
- cancelling, or accepting the cancellation, in which case you will receive a full refund of all monies you have paid to us.

If we have to make a significant change to your holiday or cancel we will as a minimum, where compensation is due and appropriate, pay you the compensation set out below, 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 unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care or

(2) we have to cancel because the minimum number of bookings necessary for us to operate your holiday has not been reached (see above). No compensation will be payable and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel (such as not receiving payment on time) or where a change is a minor one.

Period before departure when a significant change or cancellation is notified to you

Compensation Per Person

More than 70 days before departure:	Nil
70-30 days before departure:	£20
29-15 days before departure:	£30
14-8 days before departure:	£40
7-0 days before departure:	£5

Very rarely, we may be forced by 'circumstances beyond our control' (see clause 6) to change or terminate your holiday 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 these from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result.

We do not control the day to day management of your accommodation, and in exceptional cases it is possible that we may be advised that the reserved accommodation has been overbooked. If this happens before your departure or on arrival in resort we will endeavour to provide accommodation of at least the same standard in the same resort area.

If only accommodation of a lower standard is available we will refund the difference of the holiday price between the accommodation booked and that available, and will pay up to £50 per person for any inconvenience.

Other Hotel Guests - It is not unusual for hotels or other types of accommodation to receive group bookings (sometimes with large numbers) from guests participating in conventions and conferences or other gatherings. At certain times of the year, there may be an influx of groups such as students on organised educational visits (popular during school holidays), associations or clubs. This may result in hotel facilities being much busier than usual or additional demands on hotel staff and services, but we are unable to accept any responsibility for any inconvenience caused by such groups or their activities.

6. CIRCUMSTANCES BEYOND OUR CONTROL

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance of our obligations under our contract with you is prevented or affected by, or you otherwise suffer any damage, loss or expense of any nature as a result of 'circumstances beyond our control'. In these booking conditions, 'circumstances beyond our control' means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include actual or threatened war, riot, civil strife, terrorist activity and its consequences (including suspected terrorist activity and all action taken during any "terror alert"), industrial dispute, natural or nuclear disaster, adverse weather conditions, epidemics and pandemics, unavoidable technical problems with transport, fire and all similar events outside our control. This list is not exhaustive.

7. REFUNDS POLICY

Refunds will normally be processed in the form of payment used at the time of booking. This will be made payable to the person who made the original payment. The time the refund takes will depend on the form of payment. We will endeavour to refund all credit card payments, once approved within 48 hours.

8. OWN ARRANGEMENTS

We cannot be held liable or responsible for any elements of your holiday which are considered "own arrangements" and that are not included in our holiday. We recommend that sufficient and appropriate insurance is therefore obtained.

9. VARIATION BY YOU

Alterations to your booking are at our discretion and must be requested in writing by the person who signed the booking form together with an administration fee of £25 per person (Max at any one time: £100) in addition to any additional booking costs as a result of the changes made,

including any changed occupancy costs following a cancellation (see 4. Cancellation by You). Additional fees may be charged, depending on the cost and work caused to us by the requested change. If you are unable to travel for a good and unavoidable reason we may transfer your booking to another person suggested by you provided that a request for such a transfer is made at least 30 days before departure and is accompanied by written proof of your reason for being unable to travel (such as a Doctor's Certificate) together with all original travel documents which you may have received and the full name and address of the transferee. The transferee must fulfil any conditions that apply to the holiday, and all costs of the original booking and of the transfer must be paid before the transfer can be effected. The cost of the transfer will consist of both an administration charge of £50 and all costs which our suppliers impose.

For example, for ANY variation, ferry companies or scheduled airlines may require payment of 100% cancellation charges and the cost of a new ticket. In all cases, insurance premiums are not transferable. If you cut short your holiday or pre-booked hotel or accommodation duration (including any reimbursement for meals, excursions or other holiday components not taken for this or any other reason) we are unable to offer you any refund of your holiday not completed or assist with any curtailment cost you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them in accordance with policy conditions.

10. HEALTH, VISA & DOCUMENTS

a) You must ensure that all members of your party have a valid passport and all required visas, all inoculations and health certificates for all countries to be visited. This is your responsibility and it is each persons responsibility to cover all costs for this. Please consult your doctor well in advance of departure. Your passport must be valid for at least three months after your return to the UK.

b) We will offer reasonable assistance and advice to you in how to obtain such items, but we cannot in any circumstances be held responsible if any member of the party is not permitted to enter onto any transport or into any country.

c) If you or any member of your party is not a British citizen or holds a non-British passport, you must check passport and visa requirements with the Embassy or Consulate of the country or countries to, or through which, you are intending to travel. Information on health is contained in the Department of Health leaflet T7 (Health Advice for Travellers) available from the Department of Health by telephone on 0870 1555455 or via its website www.dh.gov.uk and from most Post Office counters. For Foreign Office advice contact www.fco.gov.uk/knownbeforeyougo

11. SPECIAL CIRCUMSTANCES

Our tours are not designed for party members to undertake special projects or research whether in connection with study, employment or otherwise. We cannot accept any liability for any losses or damages arising out of such use or planned use nor for any loss or damage which has special financial consequences. Please note if you do intend to use one of our tours for such purposes you should obtain adequate insurance in respect of it and any special equipment you decide to bring with you on such tours.

12. HOLIDAY PARTICIPATION

It is a condition of participation in one of our holidays that you agree to accept the authority and decisions of our employees, tour leaders and agents whilst on holiday with us. If in the opinion of such a person your health or conduct at any time, before or after departure, appears likely to endanger the safe, comfortable or positive progress of a holiday, you may be excluded from all or part of the tour and/or we may terminate your holiday, and any additional costs incurred by you as a result of such exclusion will be your responsibility. In the case of ill health we may make such arrangements as we see fit and recover any resulting costs from you. We reserve the right, in certain circumstances, to decline any booking.

13. OUR RESPONSIBILITY

We make every effort to ensure that the holiday arrangements we have agreed to provide as part of our contract with you are delivered with reasonable skill and care. We will monitor and control the performance of our suppliers and judge their performance against the standards and customs in the country where the services are provided. Subject to these booking conditions, we will accept responsibility if, for example, you suffer death or personal injury or your contracted holiday arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted holiday arrangements.

Please note, it is your responsibility to show that reasonable skill and care have not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers). We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following:

a) the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or
b) the act(s) and/or omission(s) of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable or
c) 'circumstances beyond our control' as defined in clause 6 above Please note we cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services including excursions or facilities which your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised by us and we have not agreed to arrange them as part of our contract. In addition, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description **(1)** 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 **(2)** which did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers or **(3)** arises out of use of our services for special projects or research whether in connection with study, employment or otherwise or **(4)** is connected with any business. For all claims which do not involve death or personal injury or loss / damage of / to personal possessions (see below), if we are found liable to you on any basis the maximum amount we will have to pay you is twice the amount paid for your holiday (excluding insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where your holiday has failed in its entirety and you have not received any benefit at all from your holiday. Nothing in these booking conditions shall exclude or limit in any way our liability for fraud or for death or personal injury caused by our negligence or the negligence of our employees.

Excursions - Where we offer the opportunity to purchase excursions and activities ("excursions") These excursions can be booked at the same time and as part of your inclusive holiday package or separately (with or without booking any other travel arrangements). In most cases we act only as agent in respect of the sale of these excursions. For all bookings of these excursions (except as referred to below), you will have a contract with the Excursion Organiser and not with us and we will have no liability for the excursions or for the acts or omissions of Excursion Organiser or any of its employees, agents, suppliers or sub-contractors. The conditions of Excursion Organiser (and not these booking conditions) apply which are shown during the booking process. If any of the excursions are booked and paid for directly with us as part of and at the same time as an inclusive holiday package, the excursion will form part of your contract with us and our booking conditions will apply to the excursion. The conditions of the Excursion Organiser will apply to any liability they may have to you.

14. TRAVEL DELAY

Should delays due to weather conditions disrupt your itinerary, additional costs may be incurred and these would be the responsibility of you, the client. We regret we are not in a position to offer you any assistance in the event of delay at your outward or homeward point of departure; however, you will be assisted by the ferry operator or airlines in accordance with their individual policy on delay. We cannot accept liability for any delay which is due to any of the reasons set out in clause 6 of these booking conditions (which includes the behaviour of any passenger(s) on the ferry crossing or flight who, for example, fails to check in or board on time). Where long delays result in lost holiday time we are unable to offer any refunds for unused accommodation or other services as reimbursement will not be made by our suppliers in these circumstances, and hotel rooms are held for delayed arrivals and not re-let. We strongly recommend you have adequate insurance provisions in place to fully cover such eventualities.

15. AIR & SEA CARRIERS

The liabilities of air, sea, rail and road carriers are governed by the following amended or unamended: the Warsaw Convention and the Montreal Convention for international travel by air and/or for airlines with an

operating licence granted by an EU country, the EC Regulation on Air Carrier Liability No. 889/2002 for national and international travel by air, the Athens Convention for travel by sea, the Berne Convention for travel by rail and the Geneva Convention for travel by road. Air and sea carriers produce Conditions of Carriage, which form part of your contract both with us and with the air and sea carrier, available from the carrier or from us along with copies of applicable international conventions and regulations. You are bound by those conditions when booking your holiday. Strict obligations are outlined on your ticket or the Conditions of Carriage for making claims for missing or damaged baggage that must be followed. Where any claim or part of a claim against us (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any air, sea, rail or road carrier, the maximum amount of compensation we will have to pay you will be limited. The most we will have to pay you for that claim or that part of a claim if we are found liable to you on any basis is the most the carrier concerned would have to pay under the applicable international convention or regulation (see above). Please note: where a carrier or hotelier would not be obliged to make any payment to you under the applicable international convention or regulation in respect of a claim or part of a claim, we similarly are not obliged to make a payment to you for that claim or part of the claim. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the carrier for the complaint or claim in question. In accordance with EU Directive (EC) No 2111/2005 Article 9, we are required to bring to your attention the existence of a "Community list" which contains details of air carriers who are subject to an operating ban within the EU. The Community list is available for inspection at http://europa.eu.int/comm/transport/air/safety/flywell_en.htm. In accordance with EU Regulations we are required to advise you of the actual carrier(s) (or, if the actual carrier(s) is not known, the likely carrier(s)) that will operate your flight(s) at the time of booking. Where we are only able to inform you of the likely carrier(s) at the time of booking, we shall inform you of the identity of the actual carrier(s) as soon as we become aware of this. Any change to the operating carrier(s) after your booking has been confirmed will be notified to you as soon as possible. If the carrier with whom you have a confirmed reservation becomes subject to an operating ban as above as a result of which we/the carrier are unable to offer you a suitable alternative the provisions of clause 5 "Cancellation and Variation by us" will apply. Under EU law (Regulation 261/2004) you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. However reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in clauses 5 and 6. If any payments to you are due from us, any payment made to you by the airline will be deducted from this amount. If your airline does not comply with these rules you should complain to the Air Transport Users' Council on 020 72406061 www.auc.org.uk. We are not always in a position at the time of booking to confirm the ferry or flight timings, which will be used in connection with your primary ferry or flight. The timings shown in our brochure, on our website and/or detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. All Ferry and flight timings are outside our control. They are set by the ferry companies or airlines and are subject to various factors including air traffic control restrictions, weather conditions, potential technical problems and the ability of passengers to check in on time. Specific instructions relating to departure and travel arrangements will be sent with your ferry, air or other travel tickets approximately 2 weeks before departure. You must check your tickets very carefully immediately on receipt to ensure you have the correct and up to date ferry or flight times. It is possible that these times may be changed even after tickets have been despatched - we will contact you as soon as possible if this occurs. Any change in the identity of the carrier, ferry or flight timings, and/or vessel/aircraft type (if advised) will not entitle you to cancel or change to other arrangements without paying our normal charges except where specified in these conditions. In accordance with EU legislation, we are required to draw your attention to restrictions concerning the import of food items which cannot be brought into the EU (including the UK), from outside the EU. For details please see <http://www2.defra.gov.uk/food-farm/food/personal-imports/>.

16. INSURANCE

It is a condition of booking with us that you obtain adequate travel insurance. The cost of medical and other treatment overseas can be high and we are unable to assist in meeting those costs.

17. SPECIAL REQUESTS & MEDICAL CONDITIONS & DISABILITIES

If you have any special requests, you must advise us at the time of booking. Although we will endeavour to pass any reasonable requests on to the relevant supplier, we regret we cannot guarantee any request will be met. Failure to meet any special request will not be a breach of contract on our part. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your confirmation invoice 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. For your own protection, you should obtain confirmation in writing that a special request will be provided (where it is possible to give this) where it is important to you. We regret we cannot accept any conditional bookings, i.e. any booking which is specified to be conditional on the fulfilment 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 condition or disability which may affect your holiday or has any special requirements as a result of any medical condition or disability (including any which affect the booking process), you must tell us before you confirm your booking so that we can assist you in considering the suitability of the arrangements and/or making the booking. In any event, you must give us full details in writing at the time of booking and whenever any change in the condition or disability occurs. You must also promptly advise us if any medical condition or disability which may affect your holiday develops or worsens after your booking has been confirmed.

18. COMPLAINTS

If you have any reason to be unhappy with any element of your holiday, we would ask you first to bring this to the attention of the person in charge of the relevant service, on the spot. If this is not possible please either contact our local representative if applicable, or our UK office, using the number provided with your travel documents. It is essential that you do this to enable us to put matters right immediately where possible. Failure to do this may mean that any claim for compensation will be affected. If a problem remains unresolved during your holiday you should make a complaint in writing to Scenic & Continental Car Tours within 28 days of the completion of your holiday. We will reply to you within 28 days of receipt of your letter and in accordance with our code of conduct. We certainly hope that we can settle any holiday complaints amicably but should this not be the case, we can offer you an arbitration scheme for the resolution of disputes arising out of, or in connection with this contract. The arbitration scheme is arranged and administered independently. It provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on you in respect of costs. Full details will be provided on request. 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. Neither does it apply to claims which are solely in respect of physical injury or illness or their consequences. The scheme can however deal with compensation claims which include an element of minor injury or illness subject to a limit of £1,500 on the amount the arbitrator can award per person in respect of this element. Your request for arbitration must be received within twelve months of the date of return from the holiday. Outside this time limit arbitration under the Scheme may still be available if we agree. For injury and illness claims, you can request a mediation procedure however we have the option whether or not to agree to mediation.

19. FINANCIAL SECURITY

We provide full financial protection for our package holidays. In accordance with the EC Package Travel Directive, Scenic & Continental Car Tours operates a system of client trust accounts, the ultimate in payment protection. This means every penny you pay to us is ring-fenced and audited by an independent firm of accountants and may not be used by us to pay suppliers until you have returned from your holiday

20. DATA PROTECTION

We will store and use the personal data supplied by you as part of your booking form for the purposes of fulfilling the contract between us. We will never pass on your information to third parties, other than to fulfil the contract between us, without your written permission unless we are legally required to do so in accordance with the Data Protection Act. We will also use the information to keep you informed of our services and any special offers or

deals which we think may be of interest to you. Please inform us at the time of booking if you do not wish us to use your information in such ways.

Scenic & Continental Car Tours

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