

Venture Abroad Booking Conditions – All Tours 2016/17

Together with the information contained in our booking quotation and confirmation letter, these booking conditions form the basis of your contract with Rayburn Tours Ltd trading as Venture Abroad.

Rayburn Tours Ltd – Registered Office: Rayburn House, 37 Brunel Parkway, Pride Park, Derby, DE24 8HR – Registered in England No. 1853736

In these booking conditions, "you" and "your" means all persons named on the booking (including anyone who is added or substituted at a later date), or any of them as the context requires. "Tour Leader" means the person who makes the booking and signs the booking form. "We", "us" and "our" means Rayburn Tours Ltd. These booking conditions only apply to the arrangements which we agree to make, provide or perform (as applicable) as part of our contract with you. All references in these booking conditions to "booking", "contract", "tour" or "arrangements" mean such arrangements unless otherwise stated and "departure" means the start date of these arrangements.

1. DEPOSITS AND BALANCE

In order to make a booking you must send a signed booking form or submit an on-line booking along with the following deposits:

(a) For Coach Tours: For any coach tour where the tour price is between £110 - £500 a first deposit of £40 per paying group member is required. A second deposit of £70 per paying group member is required 8 weeks later. For any coach tour where the tour price is between £500 - £750 a first deposit of £75 per paying group member is required. A second deposit of £100 per paying group member is required 8 weeks later. For any coach tour where the tour price is greater than £750 three deposits will be required; the first deposit is £75 per paying group member which is payable at the time of booking. The second deposit of £100 is required 8 weeks later and the third deposit of £100 is required 16 weeks from the time of booking. If the cost of your tour per paying group member is less than £50, full payment must be made at the time of booking. If the cost of your tour per paying group member is between £50 and £110, a deposit of £25 per paying group member will be required at the time of booking. The balance for all coach tours is due 10 weeks before the tour begins. A different payment timetable applies to late bookings – see below. The dates for payment will be set out in your confirmation letter.

(b) For Air Tours: For European destinations and Iceland, the first deposit is £125 per paying group member if using a regular scheduled airline or, if using a low cost airline (or an airline that requires full payment of your air fare at the time of booking), £225 per paying group member (£275 per paying group member for Italy & all ski trips) which is payable at the time of booking. For Non-European destinations the first deposit is £275 per paying group member which is payable at the time of booking. The second deposit for all air tours is £110 per paying group member which is required 8 weeks later. For any flight tour where the tour price is greater than £1200 three deposits will be required; the first deposit is £300 per paying group member which is payable at the time of booking. The second deposit of £150 is required 8 weeks later and the third deposit of £150 is required 16 weeks from the time of booking. On occasion, a different deposit may be required, you will be informed at the time of booking if this is the case. The cost of any flight which has been paid for is non-refundable in the event of cancellation by you after the flights have been purchased where the airline does not permit cancellation after booking (as is the case with low cost airlines). This cost may exceed the deposit(s) paid. The balance will be due 10 weeks before the tour begins. A different payment timetable applies to late bookings – see below. The dates for payment will be set out in your confirmation letter. Generally, the price payable for flights is that applicable at the time we actually book them and prices cannot be held in advance. Flights may not be available to book when your tour is confirmed and the price actually paid may be different to that included in the tour price shown in the booking quotation. Where it is, the total price will be adjusted (upwards or downwards) to reflect this. By submitting your booking, you agree to pay the applicable tour price based on the actual flight cost. Any resulting increase will not be a surcharge as referred to in clause 3. However, we will not proceed to make your booking after receiving your authorisation and deposits without your further authority where the tour price payable will be greater than 110% of the last quoted tour price.

All bookings: The following payment timetable will apply for late bookings: bookings made more than 13 weeks and up to 22 weeks before departure – first and second deposits payable at time of booking, balance due 10 weeks before departure; bookings made 13 weeks or less before departure – full payment due at the time of booking. Travel documents will only be sent to you after full payment has been received. Where you are booking a tour a long time in advance of departure, we may not be in a position to confirm the price at the time of booking as suppliers may not have released their prices for the relevant period. The price shown in your confirmation letter is an indication of the expected price and will be subject to adjustment when suppliers' prices are available as set out in the booking quotation. Any resulting increase will not be a surcharge as referred to in clause 3 "Prices". Deposit and balance due dates and deposit amounts may be varied from those set out above. You will be advised in your booking quotation where applicable. In this case the cancellation charges shown in clause 6 will be treated as having been altered so that charges in excess of loss of deposits will be payable from the applicable balance due date. If we do not receive all payments due (including any surcharge where applicable) in full and on time, we are entitled to assume that you wish to cancel your booking. In this case, we will be entitled to keep all deposits paid or due at that date. If we do not cancel straight away because you have promised to make payment, you must pay the cancellation charges shown in clause 6 pending on the date we reasonably treat your booking as cancelled. All bookings are subject to these booking conditions. By signing the booking form or submitting an on-line booking, the Tour Leader confirms that he has the authority of all persons travelling (or their parent or guardian for anyone under 18 at the time of booking) to make a booking with us on the basis of these booking conditions.

If you have any queries regarding any of these conditions you must contact us prior to making your booking.

Holding deposits: We may at our discretion be prepared to accept a holding deposit in order to secure an element of your tour (such as the accommodation) before you are in a position to provide the required deposits for all group members. Please note, this holding deposit will not be refundable in the event that you do not proceed with the booking.

2. YOUR CONTRACT

A binding contract between us comes into existence when we dispatch your confirmation pack to the Tour Leader. We both agree that English law (and no other) will apply to your contract and to any dispute, claim or other matter of any description which arises between us ("claim") except as set out below. We both also agree that any claim which arises out of or in connection with our contract or your tour must be dealt with under the ABTA Arbitration Scheme (see clause 8) or by the Courts of England and Wales only unless, in the case of court proceedings, you live in Scotland or Northern Ireland. In this case, proceedings may be brought in the courts of your home country. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract and claim governed by the law of Scotland / Northern Ireland as applicable but if you do not so choose, English law will apply. The Tour Leader

must check the confirmation letter and all other documents carefully on receipt and contact us immediately if any information appears to be incorrect or incomplete 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 (for which we are responsible) in any document within 10 days of our sending it out (5 days for tickets). We will do our best to rectify any mistake notified to us outside these time limits but you must meet any costs involved in doing so.

3. PRICES, MINIMUM NUMBERS AND SET DEPARTURE DATE TOURS

(a) The prices shown in our brochure were calculated on 13th Feb 2014 on the basis of then known costs and exchange rates of £1 to 1.22 Euro / 1.83 CAD / 1.49 CHF / 1.66 USD / 18.42 ZAR / 1.85 AUD / 1.99 NZD / 2.11 SGD / 12.89 HKD / 13.60 MAD / 6.12 AED (as shown by Lloyds Bank) and 189 ISK (as recorded by the Icelandic national bank). We reserve the right to make changes to and correct errors in advertised prices at any time before your tour is confirmed. We will advise you of any error of which we are aware and, subject to clause 1, of the then applicable price at the time of booking. Once a booking has been confirmed, the price will only be increased or decreased as set out below or referred to in clause 1.

(b) We retain the right to levy a surcharge should our costs increase as a result of increases in fuel prices, other transportation costs or in dues, taxes or fees payable for services such as landing taxes or embarkation or disembarkation fees at ports or airports. Subject to the terms below, a refund will be payable in the event of a decrease in these costs.

(c) In any event we will absorb any increases up to a total of 2% of the tour price (which excludes insurance premiums and any amendment charges). Only amounts in excess of this 2% will be passed on in the form of a surcharge. For coach tours, we guarantee that any surcharge made will not exceed £1.50 per day per paying group member. Any refund will also be limited to this sum. A refund will only be payable if a decrease in our costs exceeds 2% as above. Where a refund is due, we will pay you the full amount of the decrease in our costs subject to the above limit.

(d) If the surcharge would result in you paying more than 10% of the tour price then you will be entitled to cancel your tour with a full refund of all monies paid (except for any premium paid to us for tour insurance and any amendment charges) or purchase an alternative tour from us (paying the applicable price). Should you decide to exercise this right you must do so within 14 days of the issue date printed on the invoice.

(e) We guarantee that no surcharges will be made within 30 days of your departure. No refunds will be payable during this period either.

(f) All prices are calculated on the basis that the minimum group size advised at or before the time of booking is achieved. In the event that the number of paying group members is less than the applicable minimum, we reserve the right to adjust the price payable by each group member accordingly or, if this is not possible, to cancel your booking. Where you do not wish to accept any adjusted price or we have to cancel your booking in these circumstances, cancellation charges will be payable as shown in clause 6. Providing the minimum group size is achieved when the final balance is paid, we will not, however, adjust the price or cancel for this reason in the event that your group falls below the minimum size at a later stage. Please note that the difference between the original and any adjusted price is not a surcharge so the above provisions of this clause will not apply to it.

(g) We offer a range of set departure date tours which are available for individuals to join. The operation of these tours is subject to a minimum number of participants. Your booking is accepted on this basis. In the event that the total number of paying participants falls below the minimum number (including as a result of cancellation), we reserve the right to adjust the price payable by each participant accordingly or to cancel your booking and the tour. If any adjusted price is not accepted by you or a sufficient number of participants or we have to cancel the tour in these circumstances, you will receive a full refund of all monies paid to us (other than any amendment or cancellation charges which have already been incurred). No compensation will be payable in addition. We will not cancel for this reason less than 10 weeks before departure.

4. IF WE HAVE TO ALTER OR CANCEL YOUR TOUR

(a) We start planning the tours we offer many months in advance. Occasionally, we have to make changes to and correct errors in brochure and other details both 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. This includes where the minimum number required to operate a set departure date tour is not achieved (see clause 3(g)). However, we promise we will only cancel your confirmed booking 10 weeks or less before departure where you have failed to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time) or where we are forced to do so as a result of force majeure as defined below. We will not cancel after this date for any other reason.

(b) Most changes are minor. Occasionally, we have to make a 'significant change'. A significant change is a change made before departure which, taking account of the information you give us at the time of booking and which we can reasonably be expected to know as a tour operator, we can reasonably expect to have a major effect on your tour. Significant changes are likely to include the following changes when made before departure; a change of accommodation to that of a lower classification or standard for the whole or a major part of the tour, a change of accommodation area for the whole or a major part of the tour and a change of outward departure time or overall length of the tour of 24 or more hours. 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: i) (for significant changes) accepting the changed arrangements or ii) purchasing an alternative tour from us, of a similar standard to that originally booked if available (paying the applicable price) or iii) cancelling or accepting the cancellation in which case you will receive a full refund of all monies you have paid to us within 10 days of our receiving notification from the Tour Leader that this is your chosen option. Please note, these options are not available where any change made is a minor one.

(c) If we have to make a significant change or cancel before departure, we will, where appropriate, pay reasonable compensation, depending on the circumstances and when the significant change or cancellation is notified to you. Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where 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. 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 paying on time).

(d) Very rarely, we may be forced by 'force majeure' (see below) 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.

5. FORCE MAJEURE

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by or you otherwise suffer any damage or loss (as more fully described in clause 12(b) below) as a result of 'force majeure'. In these booking conditions, 'force majeure' means any event or circumstances which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events or circumstances will include (whether actual or threatened) war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire, flood, epidemics, closure or restriction of transport hubs or facilities including, for example, ports, airports, the Channel Tunnel or airspace and all similar events outside our control.

6. IF YOU HAVE TO CHANGE OR CANCEL YOUR TOUR

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 £25.00 per person will be payable together with any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. A change of tour dates will normally be treated as a cancellation of the original booking and rebooking in which case cancellation charges will apply. Changes may result in the recalculation of the tour price where, for example, the basis on which the price of the original tour was calculated has changed.

If any member of your party is prevented from travelling, the person(s) concerned may transfer their place to someone else (introduced by you) providing we are notified not less than [two weeks] before departure. Where a transfer to a person of your choice can be made, all costs and charges incurred by us and/or incurred or imposed by any of our suppliers as a result together with an amendment fee of £25.00 must be paid before the transfer can be effected. Any overdue balance payment must also be received. For flight inclusive bookings, you must pay the charges levied by the airline concerned. As most airlines do not permit name changes after tickets have been issued for any reason, these charges are likely to be the full cost of the flight.

A cancellation is a withdrawal from the tour of one or more paying group member(s) without replacement or cancellation of the entire booking.

IT IS VITAL THAT ANY CANCELLATIONS ARE ADVISED TO US IN WRITING BY THE TOUR LEADER AND ACKNOWLEDGED BY US. ONLY THEN IS THE CANCELLATION VALID AND EFFECTIVE.

Naturally, we hope that it will not become necessary for you to cancel your booking, but sometimes circumstances make this inevitable. In most cases, however, such cancellations are covered (less any applicable excess) by the excellent insurance cover each group member holds with us, but if this is not the case, cancellation charges will be levied as follows based on the date the written notice of cancellation is received by us:-

(a) Before final payment is due (i.e. more than 70 days before departure unless an earlier final payment date is applicable to your booking); if any paying group member or the entire group cancels after booking, the full deposit(s) then paid and/or due will be retained. The cost of any flights is non refundable after they have been purchased where the airline does not permit cancellation after booking (as is the case with low cost airlines). This cost may exceed the deposit(s) paid. If this is the case, the amount by which the flight cost exceeds the deposit(s) paid will be payable in addition to the deposit(s) for the group members who are cancelling. For bookings where the cost per paying person is less than £50, £20 per person will be retained in this situation. If a suitable substitute is accepted by us before the date for final payment, the payment(s) already made may be transferred accordingly.

(b) After final payment is due: if any paying group member cancels after payment is due, and no suitable substitute is immediately available, cancellation charges will be levied as follows:

Period before scheduled departure within which written notification is received by us.	Amount of Cancellation charge (expressed as a percentage of the total tour cost)
70-29 days before departure:	75%
28-15 day(s) before departure :	90%
14-1 day(s) before departure :	100%

(c) Cancellation affecting minimum size of group: if any cancellation brings the number of the group members below the number required for a particular tour price or a particular set of concessions for accompanying adults, the tour price and concessions will be adjusted accordingly. Any such additional costs are not cancellation charges or surcharges.

(d) Any agreement to extend or otherwise vary the payment timetable set out in clause 1 does not affect the payment of cancellation charges (including the timetable) as set out in this clause. The references to balance due date and the date the final payment is due in this clause mean the balance due date referred to in clause 1 irrespective of the date payment of the balance / final payment is due under any revised payment timetable.

(e) The cost of any excursions which are organised separately to the tour and do not form part of the tour cost is non refundable in the event of your cancellation after confirmation unless the excursion operator is prepared to refund the cost in whole or part.

7. COMPLAINTS PROCEDURE

We are available 24 hours per day and will do our utmost to resolve complaints quickly and amicably. Whilst on tour, if you have no tour courier, any complaints should first be raised with the supplier concerned e.g. hotelier, coach driver. If you have a tour courier, please immediately raise any complaint with him and, where appropriate, the supplier concerned. If the matter is not settled quickly please inform our office immediately (during your tour). If the complaint remains unresolved or you were unable to contact us the complaint must be put in writing to us within 28 days of the date of return. Only the Tour Leader should contact us on behalf of the group. If you fail to follow this simple complaints procedure, your right to claim the compensation you may otherwise have been entitled to may be affected or even lost as a result.

8. ARBITRATION

Disputes arising out of, or in connection with, your tour which cannot be amicably settled may be referred to arbitration, if the customer so wishes, under a special scheme arranged by ABTA, and administered independently. The scheme provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on the customer in respect of costs. Full details will be provided on request or can be obtained from the ABTA website (www.abta.com). 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

These booking conditions can be supplied in larger print (please ask for a copy)

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this element. Your application for arbitration and other required documents must be received by ABTA within 18 months of your return from the tour. Outside this time limit arbitration under the scheme may still be available if we agree, but the ABTA Code does not require such agreement. For injury and illness claims, you can request the ABTA mediation procedure and we have the option to agree to this.

9. INSURANCE

The premium for personal travel insurance for each member of the group is included in the cost of the tour (unless otherwise stated in your quotation). It is important that you read and understand the insurance policy wording on our website www.ventureabroad.co.uk to ensure that it is suitable and adequate for all persons travelling. If for any reason it is not or cover is refused for any group member(s), you must arrange alternative insurance cover.

10. SUPERVISORY RESPONSIBILITY

The Tour Leader is officially in charge of the group and is responsible for ensuring that the group will be fully and properly supervised at all times and that all instructions and guidance we provide are followed. The Tour Leader also warrants that at least one accompanying supervising adult will be on duty at all times throughout the duration of the tour. The supervising adults are responsible for the good behaviour and discipline of the group throughout the tour. No group member under 18 years will be allowed to consume alcoholic beverages without prior written consent of their parent/ guardian and no member of the group will be permitted to smoke in the bedrooms or otherwise cause fire hazards. The Tour Leader is also responsible for ensuring that all group members are specifically made aware of the above obligations prior to the tour commencement. The Tour Leader and supervising adults must read the pre-tour safety information provided in the confirmation pack and ensure this is followed by all group members as applicable. Further details of our Safety Management System are available on request. The Tour Leader must ensure that all group members are made aware of our code of conduct prior to travel. This is provided with your final documents prior to departure.

11. DATA PROTECTION

Rayburn Tours Ltd is a data controller for the purposes of the Data Protection Act 1998. In order to process your booking and to ensure your travel arrangements run smoothly and meet your requirements, we need to use and where appropriate disclose the personal data you provide us with such as names, addresses and any sensitive information such as details of any disabilities or dietary related religious requirements. We take full responsibility for ensuring that proper security measures are in place to protect your information. We must pass the information on to the relevant suppliers of your travel arrangements such as airlines, hotels, transport companies etc. The information may also be provided to banks or credit card companies or authorities such as customs/immigration if required by them or as required by law. Where your tour 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. Personal data will not be transferred to a country outside the EEA unless (1) the country to which it is transferred is one which the European Commission considers to provide an adequate level of data protection or (2) the personal data is transferred to a United States company which has signed up to the Safe Harbour scheme or (3) the personal data is transferred to a company which is required by our contract with them only to deal with the data in accordance with our instructions and to maintain appropriate security to protect the personal data which we are satisfied they have or (4) we are obliged to provide the personal data to a government / public authority in order to provide your tour. If we cannot pass this information to the relevant suppliers, whether in the EEA or not, we cannot provide your tour. In making this booking, you consent to this information being passed on to the relevant persons. We take appropriate technical and organisational measures which are intended to prevent unauthorised or unlawful processing of personal data and accidental loss or destruction of, or damage to, personal data.

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). If this is wrong, then it will be amended without delay. You are given the right to opt out of future marketing approaches at the time of information collection.

12. OUR LIABILITY TO YOU

(a) Subject to these booking conditions, we promise to make sure that all parts of the tour we have agreed to arrange, perform or provide as part of our contract with you are arranged, performed or provided with reasonable skill and care. This means that, 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 has not been used if you wish to make a claim.

(b) We will not be responsible for any injury, illness, death, loss (including loss of enjoyment or possessions), damage, expense, cost or other sum or claim of any nature or description whatsoever which results from any of the following: i) the acts or omissions of the person(s) affected or any member(s) of their group or ii) the acts or omissions of a third party not connected with the provision of your tour and which were unforeseeable or unavoidable or iii) force majeure (see clause 5). 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).

(c) We will not be responsible where you do not enjoy your tour or suffer any problems because of a reason you did not tell us about when you booked your tour or where any problems you suffer did not result from any breach of our contract or other fault of ourselves or, where we were responsible for them, our suppliers or agents or where any losses, expenses, costs or other sum you have suffered relate to any business (including self employed loss of earnings). We cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services 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 and any excursion or other services you purchase during your tour. In addition, regardless of any wording used by us in any quotation, confirmation, advertising or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you.

(d) The promises we make to you about the services we have agreed to provide or arrange as part of our contract, and the laws and applicable standards of the country in which your claim or complaint occurred, will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint were provided in compliance with the applicable local laws and standards, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and standards of the UK which would have applied had those services been provided in the UK. The exception to this is where the claim or complaint concerns the absence of a safety feature which might lead a reasonable participant to refuse to take the tour in question. This exception does not, however, apply to the absence

of seatbelts on coaches contracted outside the UK as this is not a legal requirement elsewhere. Please note, however, our obligation is to exercise reasonable skill and care as referred to in clause 12(a). We do not make any representation or commitment that all services will comply with applicable local laws and standards and failure to comply does not automatically mean we have not exercised reasonable skill and care.

(e) We limit the amount we may have to pay you for any and all claims or parts of claims which do not involve personal injury, illness or death as set out below. Except where loss of and / or damage to luggage or personal possessions is concerned or a lower limitation of liability applies to your claim, the maximum amount we will have to pay you for such non personal injury claims if we are found liable to you on any basis is twice the total tour cost (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 everything has gone wrong and you have not received any benefit at all from your tour. Where we are found liable for loss of and / or damage to any luggage or personal possessions (including money), the maximum amount we will have to pay you is £1,500 per person affected as you are assumed to have taken out adequate insurance at the time of booking. Any payment is subject to your producing appropriate proof of the contents and value of the luggage or personal possessions concerned and demonstrating that you have taken proper care of your property. Please also see clause 12(f) below.

(f) Where any claim or part of a claim (including those involving death or personal injury) arises from travel on any aircraft, ship or train (including the process of getting on and / or off the transport concerned) provided by any air, sea or rail carrier to which any international convention or EU regulation applies, our liability (including the maximum amount of compensation we will have to pay you, the types of claim and the circumstances in which compensation will be payable) will be limited as if we were the carrier in question as set out below. 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 EU regulation (for example, the Warsaw Convention as amended or unamended 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 international and EU domestic travel by sea (as amended by the 2002 protocol where applicable) and COTIF, the Convention on International Travel by Rail). Where a carrier 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 transport provider or hotelier for the complaint or claim in question. Copies of the applicable international conventions and regulations are available from us on request.

13. TRAVEL DELAY

Your travel insurance may provide you with some cover in the event of significant delay. If your flight is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline depending on the circumstances, the airline may be required to pay you compensation, refund the cost of your flight and/or provide you with accommodation and/or refreshments under EC Regulation No 261/2004 - the Denied Boarding Regulations 2004. Where applicable, you must pursue the airline for the compensation or other payment due to you. All sums you receive or are entitled to receive from the airline concerned by virtue of these Regulations represent the full amount of your entitlement to compensation or any other payment arising from such cancellation, delay, downgrading or denied boarding. This includes any disappointment, distress, inconvenience or effect on any other arrangements. The fact a delay may entitle you to cancel 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 have no liability to make any payment to you in relation to the Denied Boarding Regulations or in respect of any flight cancellation or delay, downgrading of any flight ticket or denial of any boarding as the full amount of your entitlement to any compensation or other payment (as dealt with above) is covered by the airline's obligations under the Denied Boarding Regulations. If, for any reason, we make any payment to you or a third party which the airline is responsible for in accordance with the Denied Boarding Regulations, you must, when requested, assign to us the rights you have or had to claim the payment in question from the airline. If your airline does not comply with these rules you may complain to the Civil Aviation Authority on 020 7453 6888 or by e-mail to passengercomplaints@caa.co.uk or see www.caa.co.uk - Referring Your Complaint to the CAA.

14. FLIGHTS

In accordance with EU Directive EC No 2111/2005, we are required to bring to your attention the existence of a 'Community List' which contains details of airlines which are subject to an operating ban within the EU. The Community List is available for inspection at http://ec.europa.eu/transport/air-ban/list_en.htm

We are required to advise you of the carrier(s) (or, if the 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 changes to the operating carrier(s) after your booking has been confirmed will be notified to you as soon as possible. We are not always in a position at the time of booking to confirm the flight timings which will be used in connection with your flight. The flight timings detailed on your confirmation letter or elsewhere are for guidance only and subject to alteration and confirmation. The latest timings will be shown on your tickets which will be dispatched to the Tour Leader approximately two weeks before departure. The Tour Leader must accordingly check your tickets very carefully immediately on receipt to ensure you have the correct flight times. It is possible that flight times may be changed even after tickets have been dispatched. - we will contact you as soon as possible if this occurs. Any change in the identity of the carrier, flight timings and/or 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. 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 4(b) will apply.

15. LUGGAGE

Due to luggage space varying between coach models, we strongly recommend that each passenger restricts their personal luggage to just one item, i.e. a small/medium size soft holdall. Hard cases will not be accepted. For flights, luggage allowances and restrictions (hand and checked) vary between airlines. Details of these can be provided on request.

16. CONDITIONS OF SUPPLIERS

Many of the services which make up your tour are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable international conventions or regulations (see clause 12(f)). Copies of the relevant parts of these terms and conditions are available on request from ourselves or the supplier concerned.

17. SAFETY STANDARDS

Please note, it is the requirements and standards of the country in which any services which make up your tour are provided 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 sometimes be lower. For example, some of the coaches we use on our tours are not fitted with seatbelts as this is not a legal requirement of the country(ies) in which the tours are to take place. Please also see 12(d).

18. FINANCIAL SECURITY

We hold an Air Travel Organiser's Licence issued by the Civil Aviation Authority (ATOL number 3475).

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. 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 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).

*The flights and flight inclusive holidays we arrange are ATOL protected providing they are made available in the UK. For further information visit the ATOL website at www.atol.org.uk.

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 other body has paid sums you have claimed under the ATOL scheme.

We are a member of ABTA (ABTA number V025X). If your tour does not include flights, ABTA will financially protect your holiday by ensuring you receive a refund or, if your arrangements include return travel to the UK (other than flights) you are returned to the UK in the event that your holiday cannot be provided as a result of our insolvency. Please go to www.abta.com for a copy of the guide to ABTA's scheme of Financial Protection.

19. FOREIGN OFFICE ADVICE

The Foreign and Commonwealth Office publishes regularly updated travel information on its website www.gov.uk/foreign-travel-advice which you are recommended to consult before booking and in good time before departure.

20. PASSPORTS, VISAS AND HEALTH REQUIREMENTS

It is the responsibility of the Tour Leader to check passport and visa requirements for your tour at the time of booking. Requirements may change and you must check the up to date position in good time before departure. A full British passport presently takes approximately 2 to 6 weeks to obtain. If any group member is 16 or over and hasn't yet got a passport, they should apply for one at least 6 weeks before departure. The UK Passport Service has to confirm identity before issuing a first passport and will ask the applicant to attend an interview in order to do this. If any group member is not a British citizen or holds a non British passport, the Tour Leader / the person concerned must check passport and visa requirements with the Embassy or Consulate of the country(ies) to or through which you are intending to travel.

It is the Tour Leader's responsibility to ensure you are aware of all recommended vaccinations and health precautions in good time before departure. Details are available from your GP surgery and from the National Travel Health Network and Centre www.nathnac.org. Information on health is also available on

www.nhs.uk/LiveWell/Travelhealth. For holidays in the EU / EEA each group member should have an EHC (European Health Insurance Card) prior to departure which can be applied for on www.ehic.org.uk. Health requirements and recommendations may change and you must check the up to date position in good time before departure.

It is the Tour Leader's responsibility to ensure that all group members are in possession of all necessary travel and health documents before departure. All costs incurred in obtaining such documentation must be paid by you. We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry all required documentation. If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty being imposed on or incurred by you, we will be responsible for reimbursing us accordingly.

21. SPECIAL REQUESTS AND MEDICAL CONDITIONS / DISABILITIES

If you have any special request, the Tour Leader must advise us prior to submitting your booking form. 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 in your confirmation pack or elsewhere 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 complied with (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 any group member has any medical condition or disability or suffers from reduced mobility which may affect your tour or any special requirements as a result of any medical condition, disability or reduced mobility, please tell us before you submit your booking form so that we can assist you in considering the suitability of the arrangements and/or making the booking. In any event, the Tour Leader must give us full details in writing at the time of booking and whenever any change in the condition, disability or mobility occurs. The Tour Leader must also promptly advise us if any medical condition, disability or reduction in your mobility which may affect your tour develops after your booking has been confirmed.

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These booking conditions can be supplied in larger print (please ask for a copy)