

Completing the Booking Form

- Please ensure that you complete all relevant sections of the Booking Form and return it to us with your deposit payment of £150 per paying passenger, by the deadline date agreed on your Quotation.
- Prior to your final balance payment date, i.e. more than twelve weeks prior to departure, we will require you to have submitted your passenger names list and rooming list to us. To help you with this, you will receive our APIS and Rooming List Forms, for you to complete and send back to us. The APIS requires that you submit certain passport information to us that will be used to issue your airline e-tickets and we suggest therefore that you obtain a photocopy of the passport for each member of your group to ensure you have accurate information.
- On receipt of your APIS Form, we will issue you with an invoice that will detail the names of the passengers in your group, as advised to us. Please take the time to check that the names on the invoice are correct, as subsequent changes may incur a charge levied by the airline and/or Study Experiences.
- Please advise for each member of the group whether they wish to take our travel insurance, and include the premium with your deposit payment. If you do not wish to take our insurance, please provide details of alternative cover.
- By signing the Booking Form you agree to the Booking Conditions and the following declaration of responsibility regarding your role as group leader and the conduct of your students. This will also act as your declaration of 'Responsibility and Accountability' that may be passed to our suppliers as appropriate.

'Responsibility and Accountability' Declaration

It is the group leader's responsibility specifically to ensure that participants act in a responsible manner during the tour and do not behave in a way likely to cause damage to property or damage or offence to other people.

It is also the group leader's responsibility to ensure that no participant under 18 years of age consumes alcoholic drinks. No participant should consume alcohol to excess and all local laws relating to the consumption of alcohol are to be obeyed by the participants at all times.

If the behaviour of any group member causes distress, damage, danger or annoyance to other persons or property, suppliers of accommodation and transport services reserve the right at all times to demand payment to cover damage caused, cancel arrangements immediately or to eject the person(s) responsible. In such circumstances, our responsibility will cease and we will not be obliged to cover expenses, which may be incurred on the part of the party. Similarly we will not consider or accept any claims for compensation.

As group leader I have read the booking conditions and support information and accept responsibility for the good conduct of all participants during the tour and warrant that at least one responsible adult will be on active duty at all times to ensure this.

I accept that if the behaviour of any group member causes distress, damage, danger or annoyance to other persons or property, suppliers of accommodation and transport services reserve the right at all times to charge the group for any damage caused, cancel arrangements immediately or to eject the person(s) responsible. I accept that the school/college will be held responsible for any charges incurred and that payment will be payable before departure.

Please do not hesitate to call us on **020 8335 4455** if you have any queries.

You can submit your completed Booking Form online, or print and post with your deposits to: Study Experiences, Newmarket Holidays Limited, Cantium House, Railway Approach, Wallington, Surrey SM6 0BP

Telephone: 020 8335 4455 Fax: 020 8335 4477

email: team@studyexperiences.co.uk

| | | | | | |
|--|---------------------------------|---|--|--|--|
| GROUP LEADER DETAILS (To whom all correspondence will be addressed) | | | PROVISIONAL BOOKING REF: (if known) | | |
| SURNAME: | | | | | |
| POSITION: | INITIALS: | TITLE: | | | |
| SCHOOL/COLLEGE ADDRESS: | | | DESTINATION: | | |
| | | | | | |
| | | POST CODE: | | | |
| TELEPHONE: | FAX: | | PLEASE BOOK PLACES FOR: (state number) | | |
| EMAIL: | | | STUDENTS - AGED 15 & UNDER: | | |
| OUT-OF-HOURS EMERGENCY CONTACT NUMBER: | | | STUDENTS - AGED 16 & OVER: | | |
| FINANCE OFFICE DETAILS (For invoice and payment correspondence) | | | STUDENTS - TOTAL: | | |
| EMAIL: | | | STAFF: | | |
| TELEPHONE: | | | YOUR GROUP PROFILE | | |
| TOUR DEPARTURE DATE AND DURATION: (Please complete as appropriate) | | | COURSE/SUBJECT STUDIED: | | |
| TOUR DEPARTURE DATE: | | | STUDY LEVEL: | | |
| NUMBER OF DAYS: | NUMBER OF NIGHTS ACCOMMODATION: | | UK DEPARTURE AIRPORT: (Please tick appropriate box) | | |
| STUDENT ACCOMMODATION: (Please state number of male and female students) | | | <input type="checkbox"/> LONDON | | |
| MALE: | FEMALE: | | <input type="checkbox"/> OTHER (please specify preference) | | |
| NUMBER OF STAFF ROOMS REQUIRED: | | | | | |
| TWIN ROOMS: | SINGLE ROOMS: | | | | |
| VISITS, ATTRACTIONS & MEALS: (Please list all optional extras that you wish to arrange, including dates and times where appropriate) | | | SPECIAL REQUESTS Please note any special requests here, including medical, dietary or other requirements: | | |
| 1) | | | | | |
| 2) | | | | | |
| 3) | | | | | |
| 4) | | | | | |
| Please tick this box if you would like to purchase insurance from Newmarket Holidays | | | | | |
| PAYMENT DUE: (Please refer to your Quotation). We will send you a form for completion of names and dates of birth | | | | | |
| deposits @ £150 per paying passenger | | | £ | | |
| insurances @ £..... per person (aged 15 & under) | | | £ | | |
| insurances @ £..... per person (aged 16 & over) | | | £ | | |
| TOTAL | | | £ | | |
| PAYMENT METHOD: (Please tick as appropriate) | | | | | |
| I enclose a cheque <input type="checkbox"/> | | Cheques made payable to Newmarket Holidays Ltd | | | |
| I have authorised payment by BACS <input type="checkbox"/> | | Account Name: Newmarket Holidays Ltd, Account Number: 20391285, Sort Code: 60-17-11 | | | |
| I want to pay by Debit/Credit Card <input type="checkbox"/> | | We will call you back on our secure payment line | | | |
| From time to time we may send you details of other holidays and deals that may interest you. If you don't want to receive these, tick here <input type="checkbox"/> | | | | | |
| I have read the booking conditions on the following two pages and accept for myself and on behalf of others travelling, the terms and information. I understand that it is a condition of booking that all persons travelling are covered by comprehensive insurance. Any person not taking the insurance offered agrees to indemnify Newmarket Holidays Ltd for any costs that arise which would otherwise have been met had this insurance been taken. | | | | | |
| SIGNED: | | | DATE: | | |
| This Study Experience is organised and operated by Newmarket Holidays Ltd. ABTA V7812 ATOL 2325 | | | | | |

Support Information

TOUR PLANNING SUPPORT

The 'Teacher Support' section of our website has been developed to provide valuable support and information for you when arranging your group's booking. It contains our Learning Outside the Classroom Quality Badge Certificate, full details of our Safety Management System, our travel insurance policy, passport information and suggested letter to parents. Visit www.studyexperiences.co.uk

YOUR HOTEL ACCOMMODATION

Your personalised quote includes accommodation at Study Experiences' contracted properties. You will be advised of the name of the hotel(s) you will be staying at when your booking is confirmed. If you have a preference for a particular hotel, please advise us at the time you make your booking.

Please note that hotels will endeavour to accommodate your rooms together but this may not always be possible. Please be prepared therefore for the possibility of your group's rooms being split over two or more floors. Room allocations are outside of our control and cannot be a condition of booking. If you have specific requirements regarding your group's rooming, please include these in the special requests box.

YOUR HOTEL ROOMING LIST

On confirmation of your booking, you will be advised of the name of the hotel(s) where your group is staying. You will also be advised of the room allocation provided for your group. We will provide you with our 'Study Experiences Rooming List Spreadsheet' detailing the exact allocation available for your group for you to complete and return to us. Please therefore include your email address in the appropriate section of the Booking Form.

FLIGHT-INCLUSIVE TOURS

All our flight-inclusive tours are financially protected by the ATOL scheme. When you pay you will be supplied with an ATOL Certificate. Please ask for it and check to ensure that everything you booked (flights, hotels and other services) are listed on it. Please see our booking conditions for further information or for more information about financial protection and the ATOL Certificate go to: www.atol.org/ATOLcertificate.

YOUR FLIGHT ARRANGEMENTS

We use the scheduled services of airlines such as Virgin Atlantic, British Airways, Jet Airways and Air China. Please note that your outbound flight might be overnight. For example, therefore, if you book a 6 Day Tour, you will have your first night on board your flight and you will then have four nights hotel accommodation at your destination.

24 HOUR EMERGENCY SUPPORT

Study Experiences operates a 24-hour emergency paging system to provide complete security and peace of mind throughout your trip. Most problems can be dealt with quite satisfactorily by our specialist Tour Guides, but it is reassuring to know that our office-based Operations Department is there to provide a friendly and professional service at whatever time of the day or night you might need them.

VISITS, ATTRACTIONS AND MEALS

Any optional visits, attractions and meal deals that you request will not be booked until we receive your deposit payment and have confirmed your accommodation and flight arrangements. Please be aware that in the unlikely event that we are unable to organise your choice of extras, we will suggest suitable alternatives, however non-availability of these arrangements cannot be accepted as a reason for cancellation.

UK AIRPORT TRANSFERS

We are able to quote for coach transfers to and from your school or college to the departure airport. Contact the Study Experiences team for an exact price. If you want us to make these arrangements for you, payment must be made with the final balance.

STUDENT CONDUCT

Study Experiences requires that each group leader signs a declaration of 'Responsibility and Accountability' for their students. By signing the Booking Form you confirm your acceptance of our booking conditions on student conduct.

TRAVEL INSURANCE

As many groups have their own annual cover we have not included a compulsory insurance charge in the price of the tour. Our own travel insurance is underwritten by AWP P&C SA and administered in the UK by Allianz Global Assistance. Newmarket Holidays Limited are Appointed Representatives of Leisureworld (GB) Ltd who are authorised and regulated by the Financial Conduct Authority (Financial Services Register No. 749920) Newmarket Holidays Limited are registered in England & Wales No. 022383316. Registered office: Cantium House, Railway Approach, Wallington, SM6 0BP Leisureworld (GB) Ltd are registered in England & Wales No. 02663024. Registered office: 1422/24 London Road, Leigh On Sea, Essex, SS9 2UL. Per person premiums at date of travel (including Insurance Premium Tax at the current rate) are as follows:

| | Worldwide | |
|----------------------------|-----------|-----------|
| | 1-8 Days | 9-21 Days |
| per person aged 15 & under | £36.00 | £47.50 |
| per person aged 16 & over | £72.00 | £95.00 |

The premium should be paid at the time you send the deposit, and those taking the policy will be covered from the moment we receive their premium payment. As with all insurance policies, an excess is deductible from some claims. If group members have their own insurance, please provide details of cover. We regret we are unable to send out Travel Documentation unless we have been notified of the insurance details for each member of your party. For full details of our travel insurance, please visit our website.

PASSPORTS AND VISAS

A visa may be required at your destination and you may be able to apply for this online. Alternatively, Study Experiences can recommend a visa agency to assist you with making your visa applications and arrangements. Please be aware that Study Experiences cannot accept responsibility for entry or travel to your destination being refused due to the failure on the part of any passenger to produce correct documentation. Group leaders are entirely responsible for ensuring that all members of the group have the correct and valid documentation. We suggest you contact the relevant embassies for up-to-date information. We cannot accept responsibility for any failure to comply resulting in any costs or fines being incurred.

YOUR FINANCIAL PEACE OF MIND

Study Experiences is the student travel division of Newmarket Holidays Limited, one of the UK's leading group tour operators. In line with the EC Directive on package travel, all customers enjoy complete financial protection through our ABTA bond and Civil Aviation Authority ATOL license, so all payments are safe.

PASSENGER DATA – APIS

Please note that all airlines are now required by law to give border control agencies access to passenger data. Accordingly any information we hold about you and your travel arrangements may be disclosed to the customs and immigration authorities of any country in your itinerary. This means we need to secure extensive passenger information prior to travel, including passport details and destination addresses, known as the Advance Passenger Information System (APIS). We will therefore be requesting these details from you, once you have made a confirmed booking. This information is required at the very latest, **12 weeks** prior to travel, and will be used to issue your group's airline e-tickets.

As it is imperative that each member of your party's airline e-ticket matches their passport, we suggest that when you collect your students' deposits you also ask for a photocopy of the relevant page of their passport to ensure that the APIS information is correct. The photocopy is also useful for you to take with you to your destination as it will help with identification purposes in the event of passport loss. Please note that once your passenger list has been submitted to the airline, any changes to these names, including the correction of any misspelled names, will incur a charge levied by the airline and/or an administration charge by Study Experiences. The amount charged will depend on how close to departure

the amendment is made, but can range from £30 to as much as £300. Before you submit your names to us please therefore check that they appear exactly as per passports.

TRAVEL DOCUMENTATION & FINAL BALANCE PAYMENT

You will receive your final itinerary and travel documentation four weeks prior to departure, provided all payments have been made. The final balance payment is due **12 weeks** prior to departure.

THE BOOKING FORM

The importance of clear, correct information on the Booking Form is essential, for it is from this information that we make your reservation and our contract with you. The person to whom all correspondence, invoices and travel documentation are to be sent, should be entered as the first name. It is also their address and telephone number(s) that should be shown and it must be they who sign this form. Other names are required by airlines, insurance companies, hoteliers etc., so please be accurate. It is essential that these names match those on the passports.

We do not accept bookings for students unaccompanied by supervising staff.

DELAYS

Occasionally flights and coaches may be delayed due to circumstances beyond our control. In such cases we will do our utmost to help you and keep you fully informed. In the event of extended overnight delays, depending upon circumstances, we will endeavour to provide accommodation. In the case of a major delay to your homeward journey, we shall endeavour to delay the departure from your hotel.

LUGGAGE

Your flight luggage allowance is limited so please restrict yourselves to one suitcase (one piece of hold luggage) per person, plus one piece of light hand luggage. All hand luggage must be of a size which can be properly stowed. Please use the Study Experiences' luggage labels to assist with identification.

SPECIAL REQUESTS

There are of course only a limited number of front seats on coaches, low floor rooms in hotels etc. We cannot guarantee to meet all requests but will do our best to oblige. It is not always possible for groups to be allocated seats together on flights. Whilst we do request this as a matter of course, seat allocation is at the discretion of the airline.

FITNESS TO TRAVEL

We strive to give all our customers full care and attention, but we do need to know at the time of booking if there are any special needs or requirements. It is particularly important that we are advised of any disabilities and also if you intend to bring any specialist equipment such as a wheelchair with you. In the event that you need any special arrangements made for any members of your group, please ensure that you call us to discuss these requirements prior to making your booking and then send full details of them with your completed Booking Form. These will be acknowledged on your Confirmation of Reservation. If any passengers have suffered from a serious medical condition recently, then they should consult with their doctor about their fitness to travel.

EXTRAS NOT BOOKED WITH NEWMARKET HOLIDAYS

We cannot be held responsible for compensation in respect of any extras which are booked (eg travel insurance, currency, theatre tickets) with a third party, if we subsequently cancel your tour for whatever reason. If you book your travel insurance with us, you would receive a full refund in this circumstance.

PAYMENTS BY BACS

To make your deposit payment or final balance payment by BACS, please ensure that your Provisional Booking Reference or your Invoice Number is included on the remittance advice. If you need help please call us on 020 8335 4912. Our bank account details for payment by BACS are: Newmarket Holidays Ltd, NatWest Bank, Sort Code: 60-17-11, Account Number: 20391285

Newmarket Holidays Ltd Booking Conditions

Please read carefully

We want you to enjoy every minute of your break or longer holiday with us, and we'll do our very best to try to ensure that it lives up to your expectations of it. We believe that our more than 30 years of tour operating experience, together with the reputation we have for quality and value, should give you the confidence to book with us. To give you further peace of mind, we accept your booking on the basis of our Terms and Conditions, which are designed to clarify the contractual obligations between us. Please spend some time reading them carefully, and please feel free to contact us should anything be unclear.

Your contract with us

1 Your Booking

Your booking, represents a contract between all persons named on the Booking, and/or on the Personal Details booking page, and/or on the Confirmation of Reservation, and Newmarket Holidays (The Company). The contract is based on the information given in the brochure and the terms laid out in the following Booking Conditions. This agreement is governed by English Law and jurisdiction is conferred on 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 must either be brought in the Courts of your home country or those of England and Wales. 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). We do not accept bookings from any unaccompanied passengers under the age of 18.

2 Your Payment

Your Confirmation of Reservation includes an invoice showing the deposit paid and the final balance due. The outstanding amount must be paid by the due date. Should we not receive payment by this date we reserve the right to treat your booking as cancelled, in which case you could be liable to pay cancellation charges according to the scale set out in paragraph 4 below. N.B. 1: The person making the on-line booking does so on behalf of all persons named on it, and he/she becomes directly responsible to the Company for the payment of the total holiday price and if applicable, and where appropriate, for the cancellation charges and disbursements of any funds.

3 Your Alterations

If you want to change any of the details of your booking, we will always do our best to help. We will however make an amendment charge of £10 per person (maximum £40 per Personal Details booking page per amendment) as a contribution to our administrative expenses. If after the final balance has become due you wish to make an alteration, we reserve the right to make cancellation charges as detailed in paragraph 4 below. All amendments must be notified to us in writing, by telephone or by e-mail by the person who made the original booking. N.B. 2: If an amendment involves a change of name, insurance premiums are not transferable. Where any change is made to a booking involving travel by air and/or rail, we reserve the right to make additional charges to cover in full any costs charged to us by our suppliers.

4 Your Cancellation

You may cancel your booking or part of it once it has been confirmed but the cancellation will only be valid if made in writing direct to the Company or by telephone to our Customer Service team and having answered the security questions. If the cancellation results in a person travelling alone, a single room supplement is payable. The amount payable on cancellation depends upon when we receive your written instructions - the more notice you give, the less we will charge. The different periods before departure date within which written instructions are received by Newmarket Holidays Ltd. and the amounts of cancellation charge (shown as a percentage of the total holiday price excluding insurance premium which is not refundable) are as follows:

| Charge prior to "Balance Due" date* | Deposit only |
|--|---------------------------|
| "Balance Due" date - 42 days | 50% or deposit if greater |
| 41 - 15 days | 65% or deposit if greater |
| 14 - 5 days | 80% |
| 4 days or less before departure or after departure | 100% |

N.B. 3: If the reason for cancellation is covered under the terms of an insurance policy, you may be able to reclaim these charges.

*The "Balance Due" date is printed/shown on your 'Confirmation of Booking and Invoice'.

5 Your Complaints

In the unlikely event that you have problems whilst on holiday, you MUST report the matter to the hotel or our representative IMMEDIATELY during your holiday. If the matter is not then satisfactorily resolved, you must complete a written report (form available from our representative). You must then follow up any complaint in writing within fourteen days of your return, including a copy of the original report form. We operate a strict code of conduct which also conforms to European regulations on package travel and take any complaints received seriously. A failure to follow the procedure outlined will affect the outcome of the complaint and any possible compensation.

6 Your Travelling Conditions

Where as part of the holiday you have booked your travel by air, land or sea, such travel will be subject to the terms and conditions of carriage of the airline, shipping, rail or coach company providing the transport. In most cases, the conditions will limit the carrier's liability to you in accordance with international law. Should anyone be refused admission to the coach, ferry or flight, or to the destination country by the transport or government authority, then we are powerless to assist and cannot be held responsible. This includes any passenger who fails to advise us of any medical condition or disability. If you are prevented from travelling as a result, our responsibility for your holiday thereupon ceases. Full cancellation charges will apply and we will be under no obligation whatsoever for any refund, compensation or loss you may incur.

Our contract with you

1 Our Confirmation of Reservation

When we have received your booking and deposit we will send you a Confirmation of Reservation which details exactly what is booked for you. From this moment Newmarket Holidays has accepted your booking on the terms set out in this Contract

2 The Price of Your Holiday

Changes in transportation costs, including the cost of fuel, duties, taxes or fees chargeable for services and exchange rates, mean that the price of your travel arrangements may change after you have booked. However there will be no change within 30 days of your departure. We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that. If this means that you have to pay an increase of more than 10% of the price of your travel arrangements, you will have the option of accepting a change to another holiday if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid, except for any amendment charges. Should the price of your holiday go down due to the changes mentioned above, by more than 2% of your holiday cost, then any refund due will be paid to you. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place. The costs of your holiday have been converted into GBP using these exchange rates: EUR 1.1750; USD 1.3048; CAD 1.6901; NOK 10.9487.

Data Protection

In order to confirm and process your booking, take payment from you and operate the holiday you have booked, we need to collect Personal Data from you about all the people who are will be traveling with us. The Personal Data required will vary according to what you have booked, but may include names, contact details, payment information, passport details, information about travel insurance, gender and date of birth. We may also need to collect certain pieces of sensitive "special category" Personal Data relating to any medical conditions, dietary requirements that may reveal your religious beliefs and (in very rare cases) past criminal convictions. The person making the booking with us does so in accordance with these Terms and Conditions and with the understanding that the information they provide is a requirement of the contract between us. We reserve the right to process, store and share any and all of that information with our suppliers as we deem necessary to fulfill that contract and to comply with national and international law. The person making the booking does so on behalf of all persons named on it, and is responsible for ensuring that all the Personal Data provided is accurate and for ensuring that all persons named on the booking are aware of these Terms and Conditions and consent to the person making the booking acting on their behalf in relation to this booking

System Errors

We try hard to ensure that advertised prices are up to date, and reflect the price you will pay when you book. However, prices can change and errors can occasionally occur. We reserve the right to change and correct advertised prices at any time before your booking is confirmed.

In the event of your Confirmation of Reservation showing an incorrect price for your holiday, the price that will prevail is the price shown in our online reservation system. Accordingly you may not seek to rely on system errors with a view to obtaining a holiday at less than the correct price, and any contract entered into upon a mistake, such as a wrong costing due to system errors, is not valid or binding.

3 Our Alterations

It is unlikely that we will have to make any changes to your holiday but we do plan your holiday arrangements many months in advance. Occasionally changes may be made, which we reserve the right to do at any time. Most of these changes are minor (eg. cancellation of an optional excursion) and we will advise you at the earliest possible date. A major change is one that we make to your holiday arrangements before departure that involves, for example, changing your resort area, or time of departure or return by more than twelve hours, or offering accommodation with a lower official classification than that advertised (except the latter in the case of en route tour hotels). If a major change becomes necessary we will inform you as soon as is reasonably possible if there is time before your departure. When a major change occurs you will have the choice of either accepting the change of arrangements, purchasing another available holiday from us (we will refund any price difference if alternative is of lower value), or cancelling your holiday and receiving a full refund of all monies paid. When a major change occurs, provided it does not arise from circumstances amounting to force majeure (see below), we will pay compensation as detailed below, based on how far ahead of departure the change is advised:

Charge 15 - 28 days £10 0 - 14 days £25

N.B. 4: We will not pay you compensation if we have to cancel or change your travel arrangements in any way because of unusual or unforeseeable circumstances beyond our control. These can include, for example, war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions, epidemics and pandemics, unavoidable technical problems with transport.

4 Our Cancellations

We reserve the right in any circumstances (including failure to reach sufficient numbers) to cancel your holiday and in this event we will return to you all money you have paid to us or will offer you an alternative, available holiday to purchase of comparable standard. In no case, except for reasons of war etc. (see N.B. 4 above) will your holiday be cancelled after the date when your final balance becomes due.

5 Our Complaints Procedure

Newmarket Holidays Ltd is a Member of ABTA with membership number V7812. ABTA Members help holidaymakers to get the most from their travel and assist them when things do not go according to plan. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. For further information about ABTA, the Code of Conduct and the arbitration scheme available to you if you have a complaint, contact ABTA, 30 Park Street, London SE1 9EQ Tel: 0901 201 5050 or www.abta.com.

Our Responsibility for Your Holiday

1 Overseas Holidays

(a) Although we have no direct control over services provided to you by independent suppliers we accept responsibility for the reasonable standard of the holiday which you book. If any part is not provided as promised, we will pay you appropriate compensation if this has affected the enjoyment of your holiday, except where the failure is unforeseeable or unavoidable. We can normally agree an amicable settlement of the few complaints we receive. However, if we cannot agree, disputes arising

out of, or in connection with this Contract may (if the customer so wishes) be referred to arbitration under a special Scheme which, though devised by arrangement with the Association of British Travel Agents, is administered independently by the Chartered Institute of Arbitrators. The Scheme (details of which will be supplied on request) provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on the customer in respect of costs. The Scheme does not apply to claims for an amount greater than £5,000 per person. There is also a limit of £25,000 per booking. Neither does it apply to claims which are solely or mainly in respect of physical injury or illness or the consequences of such injury or illness. Redress under this Scheme requires written notice requesting arbitration to be made within nine months of scheduled date of return from the holiday.

- (b) We accept responsibility if you or any person named on the booking suffers bodily injury, illness or death due to the negligent acts and/or omissions of: (i) our employees or agents; or (ii) our suppliers or sub-contractors, servants or agents whilst acting within the scope or in the course of their employment to provide any service or arrangement forming part of the holiday that you have booked with us save that we do not accept responsibility for any air or sea carriers whose liabilities are limited by the relevant International Conventions. Any such claims will be subject to and dealt with in accordance with English Law, and will be subject to the jurisdiction of 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 must either be brought in the Courts of your home country or those of England and Wales. 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).
- (c) We shall give you assistance in the event that you suffer illness, personal injury or death during the period of your holiday overseas arising out of an activity which does not form part either of the holiday arrangement with us or an excursion offered through us. This assistance will include advice and guidance and, at our discretion and where appropriate, financial assistance subject to our spending a maximum amount in this regard on behalf of yourself and any other person named on the booking of £5,000 in total.
- (d) In the event of a claim under this clause against us by you or any person named on the booking we reserve the right to claim in your place against the person or corporation responsible for the act, default or omission giving rise to the claim and you hereby agree to assign to us all your rights under this clause and we will be subrogated to those rights and you hereby agree to assist us fully in the event that we enforce the rights which have been assigned to us or to which we are subrogated.
- (e) We take the safety and security of our clients extremely seriously. If the Foreign Office advises that people should not visit a particular country, then we would act on this. However, we are sure you appreciate from press and television coverage that the political, economic and social conditions in many countries are not as stable as we are used to. Sadly crimes against both people and their property are a fact of life the world over, and when in a foreign country it is very important to be extra vigilant and avoid drawing attention to yourself by wearing expensive jewellery, carrying expensive camera equipment etc. Travellers have the same responsibility for their personal safety and that of their possessions, as they do at home. As situations in countries can change rapidly, we would suggest you may wish to visit the Foreign Office Travel Advice website at www.gov.uk/foreign-travel-advice for up to date information and advice regarding safety BEFORE BOOKING YOUR HOLIDAY. Newmarket Holidays operate to many parts of the world, some of which do not conform to British health and safety standards. We request that all our hotels comply with the local regulations applicable in their country for health and safety but we cannot guarantee that these meet British standards.

2 UK Holidays

We accept responsibility for ensuring that all component parts of this inclusive holiday are supplied to you as described in this brochure and to a reasonable standard. If any such part is not provided in the advertised manner, we will pay you appropriate compensation if this has affected your enjoyment of your holiday.

3 Travel Insurance

Because of the importance of having adequate insurance cover we make it a condition of booking on all foreign holidays that you are covered by an insurance policy. If you elect not to take our insurance, you agree to indemnify Newmarket Holidays for any costs that arise which would otherwise have been met had Newmarket Holidays insurance been taken. Please note, if you take out our insurance, certain claims will be subject to an excess charge and that your insurance premium will be dependent on your date of birth. We have no liability for any loss or damage to luggage inflight or in transit. Any claims of this nature should be referred directly to your insurer.

4 Financial Protection & Repatriation

Newmarket Holidays Ltd's ATOL number is 2325. When you buy an ATOL protected flight inclusive holiday from us you will receive an ATOL Certificate. This lists the flight, accommodation, car hire and/or other services that are 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 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 to your credit card issuer where applicable).