

## Completing the Booking Form

- Please ensure that you complete all relevant sections of the Booking Form and return it to us by the deadline date on your Quotation, together with your deposit payment of £30 per student.
- If you are travelling by coach, we will pick you up from the school/college address you provide overleaf. If your pick-up point is difficult to find, or if you wish to be collected from an alternative address, please provide full details in the Special Requests section on the Booking Form.
- By signing the Booking Form you agree to the declaration of responsibility shown below, regarding your role as group leader and 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 5151** 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 5151 Fax: 020 8335 4477

email: [team@studyexperiences.co.uk](mailto:team@studyexperiences.co.uk)

<b>GROUP LEADER DETAILS</b> (To whom all correspondence will be addressed)			<b>PROVISIONAL BOOKING REF:</b> (if known)		
SURNAME:					
POSITION:	INITIALS:	TITLE:			
SCHOOL/COLLEGE ADDRESS:					
		POST CODE:			
TELEPHONE:	FAX:				
EMAIL:					
OUT-OF-HOURS EMERGENCY CONTACT NUMBER:					
<b>FINANCE OFFICE DETAILS</b> (For invoice and payment correspondence)			<b>PLEASE BOOK PLACES FOR:</b> (state number)		
EMAIL:			STUDENTS - Male:		
TELEPHONE:			STUDENTS - Female:		
			STUDENTS - TOTAL:	STAFF:	
			We will send you a form for completion of names and dates of birth.		
<b>TOUR DEPARTURE DATE AND DURATION:</b> (Please complete as appropriate)			<b>NUMBER OF STAFF ROOMS REQUIRED:</b>		
TOUR DEPARTURE DATE:			TWIN ROOMS:		SINGLE ROOMS:
NUMBER OF DAYS:	NUMBER OF NIGHTS ACCOMMODATION:		HOTEL: (Only applicable to London tours, please refer to your Quotation)		
			GREATER LONDON		CENTRAL LONDON
<b>THEATRE VISITS, ATTRACTIONS AND MEALS:</b> (Please list all optional extras that you wish us to arrange, including dates and times where appropriate)			<b>YOUR CHOSEN EDUCATIONAL PROGRAMME OR VISITS:</b> (Please state below, detailing any special request/notes as appropriate)		
1)	6)		1)		
2)	7)		2)		
3)	8)		3)		
4)	9)		4)		
5)	10)				
Please tick this box if you would like to purchase insurance from Newmarket Holidays			Please note any special requests here, including medical, dietary, accommodation or other requirements:		
<b>PAYMENT DUE:</b> (Please refer to your Quotation).					
deposits @ £30 per student or full payment of	£				
insurances @ £..... per person (aged 15 & under)	£				
insurances @ £.....per person (aged 16 & over)	£				
insurance excess waiver @ £10 per person	£				
TOTAL		£			
<b>PAYMENT METHOD:</b> (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			
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.					
SIGNED: .....			DATE: .....		
This Study Experience is organised and operated by Newmarket Holidays Ltd. ABTA V7812					

# 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, suggested letter to parents and the information you need to obtain from your students. Visit [www.studyexperiences.co.uk](http://www.studyexperiences.co.uk)

## 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:

UK	1 Day	2-3 Days
per person aged 15 & under	£3.50	£4.75
per person aged 16 & over	£7.00	£9.50

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 you take out the excess waiver insurance, then for an extra premium of £10 per person, any successful claims will be paid in full to you, and no excess will be deducted. If group members have their own travel insurance, please provide details of cover. For full details of our travel insurance, please visit our website.

## DAMAGE DEPOSIT POLICY

An increasing number of hotels operate a Damage Deposit Policy for student groups. These policies are designed to minimise the amount of damage, accidental or otherwise, that may result from student groups being accommodated in the hotel. Our hoteliers work hard to ensure that all their guests have an enjoyable and comfortable stay and in order to proactively minimise the incidences of damage caused to their property, may require a deposit to be presented by the Group Leader on arrival at the hotel. The deposit can be made in cash (usually to the value of £10 or £20 per student), or in the form of a credit card imprint. Subject to there being no damage by the time the group departs, the deposit will be refunded on check-out. Please be aware that the deposit may be retained in the event of unruly behaviour and/or disturbance to other guests at the hotel.

## THEATRE TICKETS (IF APPLICABLE)

Your Quotation will detail the performance date and type of ticket we are holding for your group as appropriate. Please note that for certain performances your group may not be seated together in the theatre.

## 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 Study Experiences' booking conditions on student conduct.

## INSPECTION VISIT

Should you require a preliminary visit in order to satisfy school or college inspection and risk assessment criteria, please contact the Study Experiences office to register your interest.

## VISITS, ATTRACTIONS AND MEALS

Any optional visits, attractions and meals that you request will not be booked until we receive your deposit payment and confirm your accommodation. 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.

## YOUR TOUR MANAGER (IF APPLICABLE)

A Study Experiences' Tour Manager will meet you en route to, or on arrival at the hotel. They will assist you throughout your stay and are available whenever you need, day or night.

## YOUR FINANCIAL PEACE OF MIND

Study Experiences is the student travel division of the Newmarket

Group, 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 ATOL licence, so all payments are safe.

## COACH UNDER-OCCUPANCY SUPPLEMENTS

We appreciate that some schools and colleges are unable to arrange a group of 40 or more students. We are able to provide these smaller groups with exclusive use of their own coach for a supplement related to their group size. Please refer to your Quotation for details of your under-occupancy supplement if applicable. For less than 20 students we cannot offer travel by coach.

## VEHICLE SIZE

We will provide you with a 48 or 49 seater-coach for your Study Experience. Other vehicles, such as 53-seater and double decker coaches are subject to availability and may incur extra cost. Should you have any extra equipment you wish to bring with you, please contact your Tours Specialist to agree any additional costs and make sure you include details in the Special Requests section of your Booking Form.

## YOUR HOTEL ACCOMMODATION

Your personalised quote includes accommodation at one of Study Experiences' contracted properties. You will be advised of the name of the hotel you will be staying at when your booking is confirmed.

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 where your group is staying. You will also be advised of the room allocation provided for your group. We will also provide you with our 'Study Experiences Rooming List Spreadsheet' for you to complete and return to us. Please therefore include your email address in the appropriate section of the Booking Form.

## 24 HOUR EMERGENCY OFFICE 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 your Tour Manager (if applicable), 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.

## RAIL AND FLIGHT SEATS BOOKINGS

Please note that we are unable to hold rail or flight seats on a Provisional Booking basis. If you do wish to travel by rail or air, please call us to discuss your plans, as seats are strictly subject to availability. In the unlikely event that we are unable to secure rail seats, or flight seats from your chosen departure airport, at the budgeted cost, we reserve the right to increase the student price. If this is not acceptable to you, you may choose to travel by an alternative method, or have all monies paid to us returned to you in full. We therefore recommend that you make your confirmed booking as early as possible in order to secure availability for your chosen method of travel.

## PAYMENTS BY BACS

We are pleased to accept payments by BACS. Please ensure that your Provisional Booking Reference or your Invoice Number is included on the remittance advice when making payment by BACS. 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

## BOOKINGS RECEIVED LESS THAN 12 WEEKS PRIOR TO DEPARTURE

Please note that all bookings received less than 12 weeks prior to departure must be sent with full payment per student (NOT simply the deposit payment). These bookings will also be subject to £5 per student supplement to the price quoted to you, in order to cover the additional supply and administration costs incurred in organising the tour arrangements after the final balance payment due date.

## 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 the Booking Form. Other names are required by airlines, insurance companies, hoteliers etc., so please be accurate. For flight-inclusive tours it is essential that these names match those on the passports. We do not accept bookings for students unaccompanied by supervising teachers.

## YOUR JOURNEY

The coach companies we use have been selected to be relied upon to provide modern, comfortable coaches and careful, considerate drivers. In line with current regulations all UK coach companies supply coaches fitted with lapbelts at no extra cost. Smoking is prohibited on all our coaches. Regular comfort stops are made. Space is limited so please restrict yourselves to one suitcase per person, plus light hand luggage. If your school/college is not based on the mainland, the coach will collect you from where you arrive on the mainland. Please note that any travel arrangements to the mainland are not included in our package price.

## 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.

## COACH PICK-UP POINTS AND TIMES

When completing the Booking Form you will have to specify your pick-up point if this is different to your school/college address. We will show this on our Confirmation Invoice. It is the group leader's responsibility to ensure that all group members adhere to the timings given on your travel documentation. In the event that one or more members of your group are late to the pick-up point at any time during your trip, to the extent where the itinerary arrangements may be jeopardised, the coach driver is within his rights to leave at the appointed time and no additional arrangements need to be made for late arrivals. For the return journey you will be disembarked at your original pick-up point. Our driver will endeavour to give an estimated time of arrival at each point, prior to the last transit/comfort stop. This will enable you to telephone taxis or parents who may be meeting you. Our homebound drop-offs are scheduled in reverse order of the pick-ups. Because of the inconvenience and delays caused to other passengers we are unable to accept requests to be picked up or dropped off at additional points.

## DELAYS

Occasionally flights, trains, ferries 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.

## 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. Tailgate coaches can be provided at extra cost and are subject to availability. 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.

## 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. Please note these requests in the section overleaf, and send them in with your completed Booking Form. We

## EXTRAS NOT BOOKED WITH NEWMARKET HOLIDAYS

We cannot be held responsible for compensation in respect of any extras which are booked (eg travel insurance) 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.

# 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 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, once accepted and confirmed in writing to you, represents a contract between all persons named on the Booking, and/or the Personal Details booking page, and/or on the Confirmation of Reservation, and Newmarket Holidays Limited (The Company). The contract is based on the information given at the time of booking, 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 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 Reservation".

### 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 Ltd 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 the exchange rate: EUR 1.1040

### 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 offline 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.

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 offline 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 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 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](http://www.abta.com). 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.

## Our Responsibility for Your Holiday

### 1 Overseas Holidays

- 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 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).
- 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 in the booking of £5,000 in total.
- 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.
- 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](http://www.gov.uk/foreign-travel-advice) for up to date information and advice regarding safety BEFORE BOOKING YOUR HOLIDAY. Newmarket Holidays Ltd 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 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 Ltd. for any costs that arise which would otherwise have been met had Newmarket Holidays Ltd insurance been taken. Please note that, 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

In line with the EC Directive on package travel, Newmarket Holidays Ltd offers complete financial protection for all customers. Newmarket Holidays Ltd is a fully-bonded member of ABTA - The Association of British Travel Agents (membership number V7812), ensuring both your financial protection and high standards of professionalism and reliability. Therefore you can book and travel with Newmarket Holidays Ltd in total confidence that your money and your holiday are safe. In the unlikely event of the company failing while you are abroad, the ABTA bond will be used to repatriate you.