

JCA Booking Conditions

Please read these booking conditions carefully, they form an important part of the contract for your holiday.

All holidays advertised in our brochures and on our website are operated by Travel Class Limited trading as JCA registered number 1873956 (hereinafter called 'the Company', 'we', 'us' or 'our'), a member of the Travelopia group of companies with registered office at Origin One, 108 High Street, Crawley, West Sussex, RH10 1BD and are sold subject to the following conditions:

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 applicable. When you make your booking you must pay the deposit requested per person – our events, tours and products have varying deposit amounts and payment schedules.

Insurance:

Please note: Adequate and valid travel insurance is compulsory for all our travellers and it is a condition of accepting your booking that you agree you will have obtained adequate and valid travel insurance. We recommend you take out insurance as soon as your booking is confirmed.

1. YOUR FINANCIAL PROTECTION

- 1.1 The Package Travel, Package Holidays and Package Tours Regulations 1992 require us to provide security for the monies that you pay for the package holidays booked from us and for your repatriation in the event of our insolvency.
- 1.2 We will provide you with financial protection for any package holidays you buy from us that do not include travel by air by way of a bond held by ABTA. For further information, visit the ABTA website at www.abta.com.
- 1.3 If you book arrangements other than a package holiday, the financial protection referred to above does not apply.
- 1.4 We are a Member of ABTA, membership number V7530. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct.

2. HOW TO BOOK

- 2.1 To make a booking you can contact us in several ways: directly over the telephone or via the 'Enquiries' section on our website <http://www.jca-adventure.co.uk> ('Website'). The person making the booking must be 18 years old or over and possess the legal capacity and authority to make the booking and accepts these booking conditions on behalf of themselves and the entirety of their group.
- 2.2 We will only deal with the person who has set up the booking (the "lead name") in subsequent correspondence concerning changes, amendments and cancellations to the trip as a whole. The lead name is responsible for passing on any information regarding the booking or any changes made in relation thereto, to all persons travelling on such booking, including but not limited to information on schedule changes. The lead name is responsible for ensuring the accuracy of the personal details or any other information supplied in respect of yourself and any other person travelling on the booking and for passing on any information regarding the booking or any changes made in relation thereto, to all persons travelling on such booking, including but not limited to information on schedule changes or copies of booking confirmations.
- 2.3 Please note that any monies paid by customers or members of your group and paid to party leaders/group organisers are held by party leaders solely as agents of the customer until such time as the Company has received that money and until such time as received by the Company then the Company has no liability in respect of those funds and funds cannot be treated as being paid for the purpose of any timeframes contained herein (or as otherwise agreed).
- 2.4 At the time of booking, you must submit a signed booking form and pay an initial deposit as notified to you at the point of booking and as requested. This will, unless informed otherwise, amount to £40 per person for bookings travelling 3 nights or more or £25 per person for all other bookings. The Initial Deposit paid against any trip is non-refundable under all circumstances ('Initial Deposit'). You may also be required to pay for any non-transferable and non-refundable items such as entrance fees, permits, special air fares and attraction tickets. The total holiday cost must be paid in full at the time of booking for bookings made within 10 weeks of departure.

2.5 NETBALL WEEKENDS

- 2.5.1 The payment terms contained in this clause 2.5 apply only to bookings for Netball Weekends. All other bookings are subject to the standard payment terms in clause 2.
- 2.5.2 Where the booking is made more than 84 days (12 weeks) before the start of the event, a holding deposit of £25pp (plus VAT) is due based on the expected number of attendees. An invoice for the final balance will be raised 84 days (12 weeks) before the start of the event and will be due for payment 70 days (10 weeks) before the start of the event.
- 2.5.3 Where the booking is made less than 84 days (12 weeks) before the start of the event, a final balance invoice will be raised for the full amount and payment is due 70 days (10 weeks) before the start of the event.
- 2.6 No later than four weeks after you have paid the Initial Deposit the Company must receive an Interim deposit of £60 per person for bookings travelling 3 nights or more or £35 per person for all other bookings. All deposits paid are non-refundable except in the circumstances detailed in section 5. A final invoice will be sent approximately 14 weeks before departure (or instead a Confirmation Invoice for new bookings received less than 15 weeks before departure) and the full amount outstanding must be received by the Company no less than 10 weeks before departure. Should your Pro Forma/ final invoice be inaccurate due to amendments, this does not permit late payment of the final balance which remains due 10 weeks prior to departure. If the Company does not receive deposits and/or the full amount outstanding on the final invoice on the due date(s) your booking will be cancelled and you will lose any deposit already paid. All payments must be received by the Company by the due dates as stated above.
- 2.7 For offline payments please note that you must make each payment required by your schedule in the form of only one card payment or electronic transfer. We cannot accept individual payments from members of your group, due to the high cost of processing and banking them. If you insist on making payment using multiple methods, we reserve the right to charge you £10 for each such payment.
- 2.8 If you do not pay the deposits and/or balance by the due date your booking will be cancelled (and we shall have no further liability to you) and you will forfeit your deposits plus any other relevant charges. We do not send reminders of when payments are due. The Company reserves the right to make an administrative charge of up to £20 per person on the booking for any payments that fail to reach us by the due date.
- 2.9 To pay your final balance, amend your booking, or discuss any other aspect of your holiday booked directly with us, call our Administration team.
- 2.10 If we accept your booking, we will issue a Confirmation Invoice once you have paid the Initial Deposit. A contract will exist between us from the date we issue the Confirmation Invoice or if you book within 7 days of departure the contract will exist when we accept your Initial Deposit payment. When you receive the Confirmation Invoice please check the details carefully and inform us immediately if anything is incorrect.
- 2.11 Your personal safety is of paramount importance to us and therefore it is imperative that you advise us at the time of booking of any condition, medical or otherwise, that might affect you or any member of your party or other people's enjoyment of the trip.

3. PRICES AND SURCHARGING

- 3.1 All prices we advertise are accurate at the date published, but we reserve the right to change any of those prices from time to time. Prices on our website are updated regularly. Before you make a booking we will give you the up-to-date price of your chosen holiday including the cost of any peak-season supplements, upgrades or additional facilities which you have requested.
- 3.2 The prices, offers and information printed in our brochure/s and our terms and conditions are valid at the time of publication in [March 2016] until publication of any revised edition.
- 3.3 Our prices are valid and applicable for pupils up to 18 years of age in full time education. The adult supplement is applicable for clients who are 18 years and over at the time of travel. Additional adults in excess of the numbers offered as 'free places' can normally be accepted at a supplement quoted by our office. Especially during high season it should be stressed that single, twin or double room requests must be kept to a minimum, and are strictly subject to written confirmation by the Company.
- 3.4 Changes in transportation costs, including without limitation the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports 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, plus an administration charge of £1.00 per person together with an amount to cover agents' commission. If this means that you have to pay an increase of more than 10% of the price of your travel arrangements, you may either accept a replacement holiday from us of equivalent or similar standard and price (at the date of the change) if we are able to offer one or you may cancel your holiday booking and receive a full refund, except for any amendment charges. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice. If any change in our costs would cause a reduction in your holiday price, we will not make refunds of amounts less than 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges, but we will refund you in full amounts exceeding such 2%, after deducting an administration charge of £1.00 per person. 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.

4. IF YOU CHANGE OR CANCEL YOUR BOOKING

- 4.1 If, after our confirmation invoice has been issued, you (i) make a change to your existing booking, we will charge an amendment fee of £20 per booking for each change, or (ii) wish to change to another of our centres or change departure date, we will try to make the changes subject to availability, provided that notification is received in writing at our offices from the lead name at least 56 days before departure and you pay £20 per person to cover our administration costs.
- 4.2 In addition to the fee we charge, any alteration, whether a change to an existing booking or a change to another holiday or departure date, will also be subject to payment by you of any costs imposed by any of the suppliers providing the component parts of the holiday. If the holiday to which you transfer is more expensive than the one you originally booked, a further deposit will also be payable. Any alteration by you within 56 days of departure will be treated as a cancellation of the original booking and will be subject to cancellation charges.
- 4.3 Where you are unable to travel you can transfer your booking to another person ("Name Change"), providing the following conditions are met:
- 4.3.1 you notify us in writing at least 14 days before departure of your trip and give us authority to make the transfer and your request is accompanied by all original travel documents which you have received and you provide the full name and address of the transferee; and
- 4.3.2 the transferee accepts the transfer and these booking conditions, and fulfils any conditions that apply to the booking; and
- 4.3.3 if the transferee organises its own travel insurance, the transferee shows us evidence of such holiday insurance; and
- 4.3.4 payment is made by you of an administrative charge of a minimum of £30 per person.
- Both the transferor and transferee will be jointly and severally liable for payment of the holiday price and other associated expenses.
- 4.4 You, or any member of your party, may cancel your holiday at any time providing that the cancellation is made by yourself in writing at bookingchanges@jca-adventure.co.uk Notice of cancellation will be effective upon receipt by us of your written communication. As we start to incur costs from the time the contract is confirmed we will retain your deposit and in addition will apply other cancellation charges as shown below. These charges are based on how many days before your booked departure we received your cancellation notice. These charges are a percentage of the total cost of your booking, not including your insurance premium, and apply, for each cancellation, to the per person cost of your booking.

Period before scheduled departure date when notice of cancellation is received	Cancellation charge per person as percentage of total booking price
After payment of 1st deposit but before due date of the Interim deposit	1st deposit
After the due date of the Interim deposit until 70 days	1st & Interim deposits

prior to departure date	
69 to 29 days prior to departure date	60% of the total invoiced cost for the individual
28 to 15 days prior to departure date	80% of the total invoiced cost for the individual
14 days - departure date	100% of the total invoiced cost for the individual

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Period before scheduled departure date when notice of cancellation is received	Cancellation charge per person as percentage of total booking price
After payment of 1st deposit but before due date of the Interim deposit	1st deposit
69 to 29 days prior to departure date	60% of the total invoiced cost for the individual
28 to 15 days prior to departure date	80% of the total invoiced cost for the individual
14 days - departure date	100% of the total invoiced cost for the individual

- 4.5 Please note that for certain arrangements the cancellation charge can be higher than those shown. In certain case a 100% cancellation fee applies as soon as the booking is made. Please ask for full details of cancellation charges at time of booking. We strongly recommend you to take out insurance that includes cover against irrecoverable cancellation costs. Additionally, you will remain responsible for the full amount of your insurance premium and this will not be refunded in the event of your cancellation.
- 4.6 Any additional deposit paid for confirmation of a holiday addition, will be included in the scale of cancellation charges detailed above. Should cancellation occur more than 69 days from departure, the cancellation charge will, therefore, be loss of deposit plus this additional payment.
- 4.7 If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges from your insurance company. We will provide confirmation of cancellation only if you have fully cancelled your place in writing or on the booking system prior to departure.
- 4.8 Bookings are based on the number of passengers submitted by the Lead Name. If any cancellation or lack of interest reduces the number of paying members below the minimum number required for a particular holiday price or concession (including free places), we reserve the right to re-cost the price of your booking and the invoice will be adjusted accordingly for all remaining group members. If one person participating in a twin or triple share arrangement should cancel and no alternative share can be found, whether arranged by us or by yourselves, the remaining participants would then be required to pay the relevant single supplement.
- 4.9 All communications relating to this contract (in particular any requests to cancel or amend your holiday arrangements) must be from the lead name and in writing and in English and delivered by email or sent by recorded delivery post to JCA, Olivier House, 18 Marine Parade, Brighton, East Sussex BN2 1TL, and are only effective upon receipt by the Company.

5. IF WE CHANGE OR CANCEL YOUR BOOKING

- 5.1 We reserve the right to cancel your booking or change any of the facilities, services or prices described in our brochures or website. We will endeavour to advise you of any changes known at the time of booking.
- 5.2 We plan the arrangements for your holiday many months in advance and may occasionally have to make changes, most of which are minor. If a major change becomes necessary, we will advise you of the change

as soon as possible. Whether a change is 'major' depends on the nature of the holiday and may include: a significant change of destination; a change in accommodation to that of a lower category and/or price. These changes are only examples and there may be other significant changes which constitute major changes. When a major change occurs, you will have the choice of either:

- 5.2.1 accepting the change; or
 - 5.2.2 accepting a replacement trip from us of equivalent or similar standard and price (at the date of the change) if we are able to offer you one; or
 - 5.2.3 cancelling your holiday, in which case you shall receive a refund of all monies paid.
- 5.3 We may also have to cancel your booking arrangements. Operation of all trips is dependent on a minimum number of persons booking the holiday. If that number is not achieved, we reserve the right to cancel the trip. However we will not cancel your trip less than 4 weeks before the scheduled departure date except for reasons of force majeure (as defined below) or failure on your part to pay the Initial Deposit and/or final balance, or any other reason beyond our control. Where we cancel your booking where you are not in breach of these booking conditions and other than for reasons of force majeure, we will offer you either a refund of the monies received by us in respect of the booking, or offer you, if available, a replacement trip from us of equivalent or similar standard and price (at the date of the change).
- 5.4 Where we make a major change to or cancel your trip (where you are not in breach of these booking conditions), except where a major change or cancellation arises from circumstances amounting to force majeure or consolidation due to minimum numbers not being attained, failure on your part to pay the Initial Deposit and/or Second Deposit and/or final balance, or for any other reason beyond our control, we will pay you, as a minimum, compensation as detailed below. Any compensation payable will be on these scales, based on how many days before your booked holiday departure we tell you of a major change or cancellation:

Period before scheduled departure date when we notify you of a major change or cancellation	Compensation payable per person
More than 56 days	Nil
56 – 29 days	£5
28 - 15 days	£7
14 days or less	£10

- 5.5 This standard compensation payment will not affect your statutory or other legal rights. We will only make one compensation payment for each full-fare-paying adult in the holiday booking. Any person using a free place will not receive any standard compensation payment.
- 5.6 We strongly recommend that you make no travel arrangements to your point of departure, make any connecting travel that is non-refundable or non-changeable or incurs penalties or incur any costs in respect of visas or vaccinations until such time as your travel itinerary has been confirmed. If you make such arrangements which you are then unable to use due to a change in your itinerary we shall not be liable to you for the cost of those arrangements.
- 5.7 Circumstances amounting to "force majeure" include any event which we or the supplier of the service(s) in question could not even with all due care, foresee or forestall such as (by way of example and not by way of limitation) war, threat of war, riots, civil disturbances, industrial disputes, actual or threatened terrorist activity and its consequences, natural or nuclear disaster, fire, epidemics, health risks and pandemics, acts of God, unavoidable and unforeseeable technical problems with transport for reasons beyond our control or that of our suppliers, closed or congested airports or ports, hurricanes and other actual or potential adverse weather conditions, and any other similar events.

6. OUR LIABILITY, CONDITIONS OF CARRIAGE AND LIMITATIONS

- 6.1. Our contracts with hotels and carriers provide for the allocation of rooms or seats to us. Your booking will normally be made within those allocations but no specific rooms or seats can or will be confirmed. However, we accept responsibility for ensuring that all component parts of the holiday which you book with us are supplied to you as described and to a reasonable standard.
- 6.2. Our obligations, and those of our suppliers providing any service or facility included in your trip, are to take reasonable skill and care to arrange for the provision of such services and facilities. You must show that reasonable skill and care has not been used if you wish to make any claim. The suppliers of the services and facilities included in your trip should comply with local standards where they are provided and the services and facilities will be deemed to be provided with reasonable skill and care if they comply with any local regulations which apply.
- 6.3. Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of 3 times the cost of your travel arrangements.
- 6.4. We shall have no liability where the cause of the failure to provide, or failure in, your holiday or any death or personal injury you may suffer is not due to any fault on our part or that of our agents or suppliers, because it is either attributable to you, or attributable to someone unconnected with your holiday and is unforeseeable or unavoidable, or is attributable to our employees, agents, subcontractors and suppliers and their staff whilst acting outside the scope of their employment, or is due to information, however obtained, from outside sources such as independent third party websites, or is due to unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which neither we, nor our agents or suppliers could have foreseen or forestalled.
- 6.5. If any international convention applies to, or governs, any of the services or facilities included in your holiday arranged or provided by us, or provided by any of our suppliers, and you make a claim against us of any nature arising out of death, injury, loss or damage suffered during or as a result of the provision of those services or facilities, our liability to pay you compensation and/or the amount (if any) of compensation payable to you by us will be limited in accordance with and/or in an identical manner to that provided for by the international convention concerned (in each case including in respect of the conditions of liability, the time for bringing any claim and the type and amount of any damages that can be awarded). International Conventions which may apply include, without limitation: in respect of international air travel, the Warsaw Convention 1929 (as amended) or the Montreal Convention 1999; in respect of rail travel, the Berne Convention 1961; in respect of carriage by sea, the Athens Convention 1974; in respect of carriage by road, the Geneva Convention 1973; and, in respect of hotels, the Paris Convention 1962. For the avoidance of doubt, this means that we are to be regarded as having all benefit of any limitations of compensation contained in any of these Conventions or any other international conventions applicable to your holiday. Other than as set out above, and as is detailed elsewhere in these booking conditions, we shall have no legal liability whatsoever to you for any loss or damage.
- 6.6. If you purchase any optional activities that are not part of your pre-booked itinerary, the contract for the provision of that activity will be between you and the activity provider. The decision to partake in any such activity is entirely at your own discretion and risk. If you do have any complaint about, or problem with, any optional activity purchased in resort your claim should be directed to the activity provider and not to us.

7. COMPLAINTS PROCESS

- 7.1. If you have a complaint about your arrangements whilst away, you must immediately notify the Centre Manager. If you are not happy with their action in response please follow this up within 7 days of your return home by writing to us at JCA, Olivier House, 18 Marine Parade, Brighton, BN2 1TL, giving your booking reference and all relevant information. We will acknowledge your written notification within 7 days and aim to provide a full response within 28 days. We can usually sort out any complaints you may have.
- 7.2. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to www.abta.com to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on www.abta.com. You can also access the European Commission Online Dispute (ODR) Resolution platform at <http://ec.europa.eu/consumers/odr/>. This ODR platform is a means of registering your complaint with

us; it will not determine how your complaint should be resolved. If you prefer, you can take your complaint to the County Court or another suitable court. Information regarding complaints may be shared with other tour operators.

8. INSURANCE

- 8.1. Adequate and valid travel insurance is mandatory for all clients while on one of our tours and it is a condition of accepting your booking that you agree that you will have obtained adequate and valid travel insurance for your booking as soon as your booking is confirmed. The Lead Name is responsible for ensuring that all individuals have such insurance. You are strongly advised to insure yourself against any possible risk that may occur and in particular to ensure that you have sufficient insurance in respect of dependent relatives and force majeure events. You are required to carry proof of insurance with you and produce it if reasonably requested by company employees or suppliers.
- 8.2. All groups will have our insurance unless you choose to cancel the policy. In this event the school should ensure they have adequate insurance which includes winter sports activities for the duration of their tour. Groups with our Insurance will be provided with our policy arranged by Endsleigh Insurance Services Limited with Insurers Zurich Insurance plc, who are both authorised and regulated by the Financial Conduct Authority (FCA). We are an Appointed Representative of Endsleigh enabling us to arrange travel insurance tailored for our holidays. A full copy of the policy wording, together with the statement of insurance, providing the terms, conditions and exclusions of the insurance, and for you as the party leader, an Organiser Summary Letter (giving you important information) can be requested from JCA or viewed on our website at <https://www.jca-adventure.co.uk/party-leaders/travel-insurance>. **It is essential that the policy is read by all members of the party. As party leader, please ensure that all members of your group are aware of the extent of the cover at the time of their booking and if it does not meet their needs alternative cover should be purchased immediately.** Cover will be provided once we have received full first deposits for every member of the group. You may cancel this insurance during the '14 day cooling off period', starting from the day you receive the policy, in writing to HTS, but a charge will be made for any period for which cover applied. **CONDITIONS AND EXCLUSIONS** - The insurance cover is subject to the normal conditions and exclusions of this type of policy. The first claim under most sections are subject to excesses, details of which are on the policy.
- 8.3. Please ask for details of the appropriate comprehensive policy we offer to you which may be suitable for the specific activities offered and arranged by or booked through the Company.
- 8.4. Please note, however, that the policies we offer (as mentioned above) may **not** cover you for any activities you purchase that are not pre-booked nor featured in official Company literature. If you choose not to take out the insurance offered on the booking system you are responsible for ensuring that you are in possession of travel insurance for the entire duration of your holiday in respect of at least medical expenses, injury, death, repatriation, cancellation and curtailment, with cover/benefits equal to/greater than the insurance we offer. If you make your own insurance arrangements, you must ensure that there are no exclusion clauses which limit cover for the type of activities included, or the altitudes attained, in your holiday. Furthermore, if you make your own insurance arrangements, you must advise us of the details of your own insurance including the name of the insurer and the policy number as soon as possible. Our representative abroad has the right to see the policy so that appropriate advice and assistance can be given. Clients in breach of this condition will be deemed to have indemnified the Company for any loss incurred by the Company as a result of such breach and such costs will be redeemable from them.

9. PRIVACY POLICY

Travel Class Limited's Privacy Policy sets out what information we collect, how we collect it, and what we do with it. Our Privacy Policy applies to you and is available on our website and through other channels. In all your dealings with us you must ensure that others you represent are aware of the content of our Privacy Policy and consent to your acting on their behalf.

INFORMATION ABOUT YOU

Your Information

This refers to a combination of information such as your name, contact details, travel preferences and special needs/disabilities/dietary requirements that you supply us or is supplied to us, including your social preferences, interests and activities and any information about other persons you represent (such as those on your booking). Your information is collected when you request information from us, contact us (and vice

versa), make a booking, use our website(s)/apps, link to or from our website(s)/apps, connect with us via social media and any other engagement we or our business partners have with you.

We will update your information whenever we can to keep it current, accurate and complete.

Our Use of Your Information

(1) For the purpose of providing you with our services, including your flight, holiday, security, incident/accident management or insurance, etc., we may disclose and process your information outside the UK/EEA. (2) We may collect and process your information for the purposes set out below and in our registration with the Office of the Information Commissioner, and disclose the same to our group companies for business purposes and also to companies and our service providers who act as "data processors" on our behalf, or to credit and fraud agencies (some of whom are located outside the UK/EEA). These purposes include administration, service, quality and improvement-related activities, customer care, product innovation and choice, business management, operation and efficiencies, re-organisation/structuring/sale of our business (or group companies), risk assessment/management, security, fraud and crime prevention/detection, monitoring, research and analysis, social media, reviews, advertising and marketing, loyalty programmes, profiling customer purchasing preferences, activities and trends, dispute resolution/litigation, credit checking and debt collection.

(3) Information (such as health or religion) may be considered "sensitive personal data" under the Data Protection Act 1998. We collect it to provide you with our services, cater to your needs or act in your interest, and we are only prepared to accept sensitive personal data on the condition that we have your positive consent. By booking with us you also agree for your insurers, their agents and medical staff to exchange relevant information and sensitive personal data with us in circumstances where we/they need to act on your behalf or in the interest of passengers or in an emergency.

If you do not agree to Our Use of Your Information above, we cannot engage/do business with you or accept your booking.

Marketing Material

(1) Using your information, we may from time to time contact you with or make available to you (directly or indirectly) information on offers of goods and services, brochures, new products, forthcoming events or competitions from our holiday divisions and our group companies. We will tailor the information you receive or see; this will enable us to make available to you more personalised and relevant communications. We may use innovative technologies and work with business partners to achieve this.

(2) We will assume you agree to email when you make an e-booking or provide us with your email in other situations such as in-store, competitions, promotions, prize draws and social media.

(3) If you do not wish to receive such information or would like to change your preference, please refer to point (2) of "Your Rights" below.

Your Rights

(1) On completing our Data Subject Access Request form, you are entitled to a copy of the information we hold about you (for a £10 fee) and to correct any inaccuracies.

(2) You have the right to ask in writing not to receive direct marketing material from us. If available, you can amend your previous preference on our website(s), use our "unsubscribe email", opt-out of personalised emails or refer to our literature containing instructions. Once properly notified by you, we will take steps to stop using your information in this way.

(3) For a list of relevant brands, please send us your request.

Please write to Travel Class Limited, Legal Department, Origin One, 108 High Street, Crawley, West Sussex, RH10 1BD.

Foreign Controls

Outside the European Economic Area (EEA), data protection controls may not be as strong as the legal requirements in this country.

USE OF TOOLS/"COOKIES" AND LINKS TO OTHER WEBSITES

If our contact and dealing with you is via our website(s) or other e-platforms where our advertising is displayed, cookies may be used. To find out more about the types of cookies on our website(s), how we use cookies, to disable them or to change your preference and more, please refer to the information provided on our website(s). Other e-platforms may have different options and instructions. By using our website(s), you consent to our use of cookies.

Our website(s) may contain links to third party websites or micro-sites not controlled or owned by us. For example, reference sites or ancillary products and services sites or websites owned by our sister companies. It is your responsibility to check the status of these sites before using them. Please read their applicable terms and conditions, etc. carefully.

MONITORING

To ensure that we carry out your instructions accurately, improve our service and for security and fraud, we may review, monitor and/or record: (1) telephone calls; (2) activities using CCTV in and around our premises; (3) transactions and activities at all points of contact; and (4) web, social media and app traffic, activities, etc. All recordings and derivative materials are and shall remain our sole property.

SECURITY STATEMENT

We have taken all reasonable steps and have in place appropriate security measures to protect your information.

CHANGES TO THIS POLICY

Any changes to this Policy will be either posted on our website, brochure and/or made available on request.

DATA NOTICES

Customer Data: To provide your trip and ensure that it runs smoothly, we (and your travel agent, if you use one) need to use information such as your or your client's name and address, special needs, dietary requirements, etc. Please be informed that we must pass it to suppliers of your travel arrangements, including airlines, hotels and transport companies; we may also supply it to security or credit checking companies, and to public authorities such as customs and immigration. When you make this booking, you consent to this information being passed to the relevant people. Information held by your travel agent is subject to that company's own data protection policy.

10. CONDUCT AND BEHAVIOUR

- 10.1. On our trips it is necessary that you abide by the authority of the representative, who represents the Company or a Manager at the Centre. If you commit any illegal act when on the trip or if in our reasonable opinion or the reasonable opinion of the representative or another person in authority your behaviour is disruptive, threatening or abusive, causes unnecessary inconvenience or is causing or likely to cause damage to property, danger, distress or upset, disturbance or annoyance to others or puts any other traveller or our staff or agents in the UK or resort in any risk or danger, on the telephone, in writing or in person, we may terminate your travel arrangements without any liability on our part. Please be aware that you must comply with all local laws and requirements when on your trip and you are responsible for ensuring compliance. We reserve the right to terminate the holiday of any person or persons who in our opinion are guilty of anti social behaviour or breach of local laws.
- 10.2. If the Centre Manager or any of our representatives believes that you could be disruptive or that you are suffering from a contagious disease, they can remove you from your accommodation. In any of these circumstances no refunds or compensation will be paid to you and we will not be liable for any costs or expenses you incur.
- 10.3. By making the booking, the lead name accepts responsibility for the good conduct of all members of the group during the holiday and warrants that at least one responsible adult will be on active duty at all times to ensure that all members of the group behave well. Furthermore, it is the lead name's responsibility specifically to ensure that:
 - 10.3.1. no member of the group under 18 years of age consumes alcoholic drinks (or older subject to local laws)
 - 10.3.2. all local laws relating to the consumption of alcohol are at all times obeyed by all members of the group;
 - 10.3.3. no member of the group consumes alcohol to excess;
 - 10.3.4. no member of the group smokes in a hotel bedroom (or at all in apartments) or in any other way causes a fire hazard;
 - 10.3.5. all members of the group act in a responsible fashion during the holiday and do not behave in a way likely to cause damage to property, or damage or offence to other people.For the purpose of this section, reference to "you" or "your" includes any person in your party.
- 10.4. When you book with us, you accept full responsibility for any damage or loss caused by you or any member of your group. Full payment for any such damage or loss must be paid direct at the time to the accommodation owner or manager or other supplier- even if our supplier or we are holding a cautionary damage deposit on your behalf. All payments made to the accommodation will only be acknowledged by a receipt. Where residences deem it necessary to contract additional night managers or security staff to manage you or your groups behaviour you are liable for the extra cost which will be deducted from your damage deposit and any extra over and above this is due and payable immediately to us by you. Damage

deposits paid direct to us will be refunded within 6 weeks of the end of the holiday subject to any reductions to represented damages paid as a result of the actions of your group. You accept that each person's damage deposit shall be pro-rata reduced by the amount of damages that we have to pay out from your deposit as a result of the actions or behaviour of your group. If you fail to pay or refuse to pay our supplier, you will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full legal costs) as a result of your or any member of your group's actions. Certain accommodation agencies may also insist that, as well as the damage deposit paid in advance, a cash deposit is left with reception on collection of room keys at the beginning of your stay. It is your responsibility to pay such sum and we have no liability in respect of the same. Please be aware that on arrival, it is the responsibility of you, and your group members, to report any pre-existing damage to your accommodation to reception or the relevant agency. Reporting any such damage to a representative of the Company will not obviate your responsibility and any charges related to such pre-existing damage will remain chargeable from the damage deposit if such is not dealt with by you on arrival.

- 10.5. If in our reasonable opinion or in the reasonable opinion of any other person in authority, you or any member of your group behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property or vehicles, we are entitled, without prior notice, to terminate the arrangements of the person(s) concerned or terminate the arrangements of the group as a whole. In this situation, the person(s) concerned will be required to leave the accommodation or other service. We will have no further responsibility toward such person(s) including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

11. SPECIAL REQUESTS

- 11.1. We will consider special requests such as vegetarian meals, high or low floor preferences in the accommodation, when you book. We will tell you whether there is a charge for the request. We can only guarantee requests that are confirmed in writing. It is your responsibility to advise us of any special requirements.

12. BUILDING WORK

- 12.1. It is often very difficult to predict when building work or development may begin in any centre as such things usually occur without notice. If we become aware of any such developments in your centre which could cause you significant disturbance or inconvenience, we will do our best where practical, to advise you.

13. ROOMING AND ACTIVITY TIMETABLE

The Centre staff will make contact via email approximately 2 weeks prior to the departure date to go through the groups rooming & activity timetable.

14. PARTICIPATION REQUIREMENTS

- 14.1. All clients are expected to satisfy themselves prior to booking that they are fit and able to complete the itinerary of their chosen holiday as described in any brochure or the website. For the avoidance of doubt no unaccompanied minors (those under 18 years of age) can be accepted on our bookings.
- 14.2. Anyone suffering from mobility impairment, illness or disability or undergoing treatment for any physical or medical condition must declare the true nature of such condition at the time of booking and make arrangements for the provision of any medication or other treatment which may be required during the trip. Failure to make such disclosure will constitute a breach of these booking conditions and result in such persons being excluded from the trip in which case all monies paid will be forfeit. In any event, you must give us full details in writing at the time of booking and whenever any change in the condition or disability occurs. You must also promptly advise us if any medical condition or disability which may affect your holiday develops after your booking has been confirmed.

15. LAW & JURISDICTION

- 15.1. If you booked your holiday in any jurisdiction other than in Scotland or Northern Ireland (including any booking via the Internet), this contract, and any other claim or dispute arising from or related to this contract, will be governed by English law and the courts of England and Wales shall have exclusive jurisdiction over any claim arising out of it. If you booked your holiday in Scotland, this contract, and any claim or dispute arising from or related to this contract, will be governed by Scottish law and the courts of

Scotland shall have exclusive jurisdiction over any claim arising out of it. If you booked your holiday in Northern Ireland, this contract, and any claim or dispute arising from or related to this contract, will be governed by Northern Irish law and the courts of Northern Ireland shall have exclusive jurisdiction over any claim arising out of it.

14 December 2017