

## CLASSIC TOURS BOOKING CONDITIONS – CHARITABLE EVENTS

These are the terms and conditions of Classic Tours which apply to those who are advised by the charity or the trading company of the charity, known hereinafter as "the charity", that they will be participating in the fundraising event. Please refer to the charity's own terms and conditions regarding your sponsorship and eligibility to travel. Only those potential participants who qualify under the charity's rules will be entitled to travel. For those selected to travel, then the following conditions will apply:

### 1. Your contract with Classic Tours

If you are selected to take part in the fundraising event, we will be advised of your details by the charity. Your contract for travel, accommodation and other services ("your travel arrangements") will be with us, Classic Tours Limited trading as Classic Tours of Tramways House, 377 Camden Road, London N7 OSH. If you are selected then we will confirm our contractual commitment to you by sending to you a confirmation invoice, together with the details of your travel arrangements and the itinerary that we have agreed to provide. It is only then that these terms and conditions will apply and a contract will exist between us, which is governed by English laws and the exclusive jurisdiction of the English Courts. Travel arrangements made by us which include flight and accommodation are fully protected under the company's ATOL Licence Number 3379 arranged with Civil Aviation Authority (CAA). Payment for your travel arrangements will be made to us by the charity from the sponsorship it has received in accordance with the charities' terms for participating in the fundraising event.

### 2. The price of your Tour

- (i) The cost of your participation in the fundraising event forms a part of the overall value of the sponsorship raised by you and received by the charity. From those sums received by the charity, the charity will pay to us the cost of your travel arrangements that we are agreeing to provide.
- (ii) We reserve the right to increase the price of your travel arrangements to allow for variations in transportation costs (including the cost of fuel); dues, taxes or fees chargeable for services such as landing taxes and fees at airports and the exchange rate applicable to your travel arrangements. No price increase will be made within 30 days of your departure date and in any event, we will absorb any increase which equals 2% or less of the cost of your travel arrangements.

### 3. Health, Safety & Fitness and your Insurance Cover

The charitable event in which you will be participating is challenging and will require a good level of fitness, strength and endurance and it is your responsibility to ensure that you have the appropriate level. You should check with your doctor to ensure that you are sufficiently fit, healthy and mobile to participate in the event. You should take into account that medical and other facilities, particularly for those with any disability, illness or infirmity, at your destination are likely to be inferior to those in the United Kingdom. Accordingly it is a compulsory term of travel that you take out travel insurance to cover any health or injury problems that arise and, if necessary, to arrange for your repatriation to the United Kingdom. You must complete a medical form in order to be able to travel and you should also advise your insurer of any pre-existing medical condition before travel. Failure to advise this may invalidate your insurance cover.

### 4. Cancellation

- (i) If you cancel your travel arrangements, then there will be no refund payable to you as your sponsorship was raised for charitable purposes. Any balance of the sum paid to us by the charity for your travel arrangements, after deduction of cancellation charges, which have been agreed with the charity, will be repaid to the charity.
- (ii) Similarly, if we cancel your travel arrangements any refunds or compensation will be paid to the charity.
- (iii) If cancellation occurs in circumstances where recovery of cancellation charges is indemnified under your travel insurance, you hereby agree that you will co-operate in the recovery of these charges from the insurers and any sums recovered under the policy will again be paid over to the charity.
- (iv) If cancellation occurs due to unusual and unforeseeable circumstances beyond our control, such as national emergency, natural disaster, fire, bad weather, flight delays or other such events (acts of force majeure), then we will advise you as soon as it is reasonable to do so.

### 5. Destination Safety and Force Majeure

Your personal safety during the charitable event is of fundamental importance to us and whilst we will carefully monitor the safety of your destination, the Foreign and Commonwealth Office do offer a travellers advice line, the details of which are 0870 606 0290. You should ensure that you are kept informed of the latest FCO advice.

### 6. Alterations by Classic Tours

- (i) Classic Tours and its supplier of flight accommodation and land arrangements shall be entitled to change the details of your travel arrangements and itinerary. If a change is

significant you will be advised as soon as possible and you will be entitled to:-

- (ii) Cancel your participation in the event, in which case you agree that the cost of your travel arrangements will be repaid by us to the charity and you will have no entitlement to such sums; or
- (iii) Agree to proceed with the revised arrangements for the Event

### 7. Standard and Quality of Accommodation and Services

You should not have unreasonable expectations of the facilities that will be provided which in some remote areas and some destinations may be below what you might expect at home. The level of the standard and quality of your travel arrangements will be in line with the itinerary and any literature you receive from us.

### 8. Liability

- (i) We accept responsibility for ensuring that your travel arrangements will be as described in literature produced by us, or on our behalf, in our Confirmation Invoice and with the itinerary and that the services we are contractually obliged to provide are to a reasonable standard. If in the reasonable opinion of the charity any part of your travel arrangements is not provided as promised we will pay appropriate compensation if this has affected the quality or structure of your travel arrangements. We accept responsibility for the acts and/or omissions of our employees, agents and suppliers (except for claims for death, injury or illness – see below).
- (ii) Classic Tours accepts responsibility for death, injury or illness caused by negligent acts and/or omissions of us, our employees, agents, suppliers and sub-contractors whilst acting within the scope of, or in the course of their employment in the provision of any part of your travel arrangements in the itinerary, that we are contractually obliged to provide. We will, accordingly, pay to an affected participant such damages as might have been awarded in such circumstances under English law. However, damages are not payable where any failure to perform the contract is due neither to any fault on our part or a supplier of any part of your travel arrangements or is attributable to you or unforeseen or unavoidable actions of a third party unconnected with the provision of your travel arrangements or unusual and unforeseeable circumstances beyond our control or an event which could not have been foreseen even if all due care had been exercised.
- (iii) In respect of carriage by air, sea and rail and the provision of accommodation, the amount of compensation Classic Tours may be obliged to pay will be limited in the manner provided by the relevant International Convention. Carriage by air is subject to the carriers conditions of carriage. In particular drunkenness or rowdy behaviour may lead to the airline refusing carriage when alternative flights may have to be arranged at your own cost.

### 9. Flights

#### (a) Delays

Most flights will be arranged with scheduled airlines who will usually provide refreshments, meals or accommodation where there is any substantial flight delay and when this is possible to arrange. Classic Tours will not arrange these facilities if there is a delay at the outward or homeward points of departure if not offered by the airline.

#### (b) Flight changes

Airlines may have to change aircraft without advance warning. You are asked to check carefully departure and check in times on your documentation when received to ensure that you arrive at the airport in sufficient time.

### 10. Passports and Visas and Health

You will be advised separately of any passports or visa requirements and any compulsory health requirements to enable you to participate in your travel arrangements. Please note that you will require a full British passport with at least 6 months unexpired at the date of return travel. For EC and other passport holders please contact Classic Tours for special requirements.

11. This contract is governed by English law and the exclusive jurisdiction of the English Courts.