

# Our Promise of Fair Trading

Your contract is with Cantabrica Air Brokers Ltd trading as Club Cantabrica. When you make a booking, you guarantee that you have the authority to accept, and do accept on behalf of your party the terms of these booking conditions which, unless agreed in writing cannot be changed. A contract will exist as soon as we issue our confirmation invoice. This contract is made on the terms of these booking conditions, which are governed by English Law, and the jurisdiction of the English Courts. If you had not seen these terms and conditions when you made your booking, it is deemed that the terms are accepted.

## Paying for your Holiday

When you make your booking you must pay a deposit of £65 per person plus any insurance premium. The balance of the price of your holiday arrangements must be paid at least eight weeks before your departure date for which a 1.5% charge will be made if paid by credit card. If the deposit and/or balance is not paid in time, we reserve the right to cancel your holiday arrangements. If the balance is not paid in time we shall retain your deposit. All monies you pay to a travel agent will be held at all times on behalf of Club Cantabrica.

## STAMP

rules or whose behaviour (including bad language and abuse) or health or hygiene which in our opinion or that of any person in authority may impair the comfort, or well-being of others, their safety and the safety of employees, or damage to the property.

## Brochure Information

All the information in the brochure and/or website is published by us in good faith and is believed to be correct and valid at the time of going to press. Unfortunately, errors may have occurred and changes taken place affecting this information and it is your responsibility to check the updated information at the time of booking. You must understand that certain facilities (including entertainment, excursions, local transport and sporting activities) and services mentioned may be subject to consumer support, maintenance or weather conditions and may not be available at certain times, in particular outside July and August. During the early and late season, which includes April, May, June, September, and October the choice of shops and their provisions may be limited. Entertainment, sporting facilities and sun beds may be chargeable, check with us at the time of booking.

## If You Have a Complaint

If you have a problem during your holiday, please inform the relevant supplier of the service/s in question and our resort representative immediately who will endeavour to put things right. If your complaint is not resolved locally, you must obtain from the representative, a Client Comment Form for immediate completion. Follow this up within 42 days of your return home by writing to our Customer Services Department giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will help us quickly identify your concerns and speed up our response.

It is an express condition of your contract that this simple procedure is followed. We cannot accept liability in relation to any claim, which does not involve death, injury or illness if this procedure is not followed.

The Getaway Guide that accompanies your tickets contains helpful and important information that, if followed, will help prevent any dissatisfaction and which you are required to read.

If you have a complaint, we will try to settle it amicably. In the event of our being unable to agree a solution, you are entitled to pursue the matter through the courts.

## If You Change Your Booking

If, after our confirmation invoice has been issued, you wish to change your holiday arrangements in any way, for example your departure date or accommodation, we will do our utmost to make these changes but it may not always be possible. Any request for changes (including alterations to names) must be in writing from the person who made the booking or your travel agent.

You will be asked to pay an admin charge of £15 per person, and any further cost we incur in making this alteration.

An alteration within eight weeks of departure may, if a change of departure date, accommodation or resort, be considered a cancellation and subject to the cancellation charges below.

## If You Cancel Your Booking

You, or any member of your party, may cancel your holiday arrangements at any time. Written notification from the person who made the booking or your travel agent, on your behalf, must be received at our offices. Since we incur costs in cancelling your travel arrangements, you will have to pay the applicable cancellation charges up to the maximum below.

More than 56 days	deposit only:
56 - 42 days before departure	30% (or deposit if higher);
41 - 29 days before departure	40%;
28 - 15 days before departure	65%;
14 - 7 days before departure	90%;
Less than 7 days before departure	100%.

If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

If you, or a member of your party, is prevented from travelling, a third party may be substituted (introduced by you) without incurring any charge, other than a £15 amendment fee, providing 21 days notice prior to departure is given, the third party must, however, be a suitable client. Within 21 days cancellation charges as set out above may apply.

## If We Change or Cancel Your Booking

It is unlikely that we will have to make any changes to your holiday arrangements, but we do plan these many months in advance. Occasionally, we may have to make changes and we reserve the right to do so at any time. Most of these changes will be minor and we will advise you, or your travel agent, of them at the earliest possible date. We also reserve the right, in any circumstances, to cancel your holiday arrangements. For example, if the minimum number of clients required for a particular arrangement is not reached, we may have to cancel it. However, we will not cancel your holiday arrangements less than eight weeks before your departure date, except for reasons of set out under the heading 'Force Majeure - Important' or failure by you to pay the final balance or abusive behaviour. If we are unable to provide the booked holiday arrangements, you can either have a refund of all monies paid or accept an offer of alternative arrangements of comparable standard from us, if available (we will refund any price difference if the alternative is of a lower rate). If it is necessary to cancel your holiday arrangements, we will pay to you compensation as set out in this clause.

Minor changes for which compensation will not be paid include alteration of your outward/return coach departure time of less than 12 hours, coach departure points (if this is necessary, we will arrange and pay for transport to a new departure point, the method of transport being at our discretion), combining coaches, routing, lack of video service, accommodation to that of the same or a higher standard of classification. If it is necessary to combine coaches, the affect of this may mean a change of routing, seat numbers and type of vehicle.

If we make a major change to your holiday, we will inform you or your travel agent as soon as is reasonably possible if there is time before your departure. You will have the choice of either accepting

the change of arrangements, accepting an offer of alternative travel arrangements of comparable standard from us if available (we will refund any price difference if the alternative is of a lower value), or cancelling your booked holiday and receiving a full refund of all monies paid. In all cases, except where the major change arises due to reasons set out under the heading of 'Force Majeure - Important' we will pay a minimum compensation level as detailed below:

More than 56 days	nil
43 - 56 days	£5.00
29 - 42 days	£10.00
15 - 28 days	£15.00
0 - 14 days	£20.00.

If we are not given sufficient notice to notify of a change in accommodation or resort before your departure, we will pay, as a disturbance fee, £10 per person in addition to the above scale and refund any difference in the brochure price you are entitled to.

A major change is one which involves a change of resort, departure time by more than 12 hours, accommodation to that of a lower standard or classification.

Should a situation arise whereby circumstances amounting to 'Force Majeure', as defined in these conditions, forced us to curtail your holiday after the date of departure, we regret that, beyond any money recovered by us, we could not make any refunds or pay compensation or be responsible for any costs or expenses incurred by you.

## Our Liability To You

1) We promise to make sure that the holiday arrangements we have agreed to make, perform or provide as applicable as part of our contract with you are made, performed or provided with reasonable skill and care. This means that, subject to these booking conditions, we will accept responsibility if, for example, you suffer death or personal injury or your contracted holiday arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted holiday arrangements. Please note it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers).

2) We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following:-

- the acts (s) and/or omissions (s) of the person (s) affected or any members (s) of their party or

- the act (s) and/or omissions (s) of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable or

- 'force majeure' as defined under the heading '**Force Majeure - Important**'.

3) Please note, we cannot accept responsibility for any services, which do not form part of our contract. This includes, for example, any additional services or facilities, which your accommodation provider or any other supplier agrees to provide for you where the services or facilities are not advertised in our brochure and we have not agreed to arrange them and any excursion you purchase in resort. In addition, regardless of any wording used by us on our website, in any of our brochures or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you.

If the contract we have with you is not performed or is improperly performed as a result of failures attributable to a third party unconnected with the provision of the services, or as a result of failures due to unusual and 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 we or our suppliers, even with all due care, could not foresee or forestall, and you suffer an injury or other material loss, we will offer you such prompt assistance as is reasonable in the circumstances

4) The promises we make to you about the services we have agreed to provide or arrange as part of our contract - and the laws and regulations of the country in which your claim or complaint occurred - will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint complied with the local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and regulations of the UK which would have applied had those services been provided in the UK.

5) As set out in these booking conditions we limit the maximum amount we may have to pay you for any claims you may make against us.

Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money), the maximum amount we will have to pay you is £50 per item of luggage affected unless a lower limitation applies to your claim under this clause or clause (6) below.

For all other claims which do not involve death or personal injury, if we are found liable to you on any basis the maximum amounts we will have to pay you is three times the price (excluding insurance premiums and amendment charges) paid by or on behalf of the person (s) affected in total unless a lower limitation applies to your claim under clause (6) below. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your holiday.

6) Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any air, sea, rail or road carrier or any stay in a hotel, the maximum amounts of compensation we will have to pay you will be limited. The most we will have to pay you for that claim or that part of a claim if we are found liable to you on any basis is the most the carriers or hotel keeper concerned would have to pay under the international convention or regulation which applies to the travel arrangements or hotel stay in question

Please note: Where a carrier or hotel would not be obliged to make

any payment to you under the applicable International Convention or Regulation in respect of a claim or party of a claim, we similarly are not obliged to make a payment to you for that claim or part of the claim. When making any payment, we are entitled to deduct any money which you received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.

7) Please note, we cannot accept any liability for any damage, loss, expense or other sum (s) of any description (1) which would be on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you or (2) which did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers. Additionally we cannot accept liability for any business losses.

8) You must provide ourselves and our insurers with all assistance we may reasonably require. You must also tell us and the supplier concerned about your claim or complaint as set out under the heading 'If You Have a Complaint'. If asked to do so, you must transfer to use or our insurers any rights you have against the supplier or whoever else is responsible for your claim or complaint (if the person concerned is under 18, their parent or guardian must do so). You must agree to cooperate fully with us and our insurers if we or our insurers want to enforce any rights which are transferred.

## Force Majeure - Important

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any damage or loss (as more fully described in 'Our Liability to You') as a result of 'force majeure'. In these Booking Conditions, 'force majeure' means any event which we or the supplier of the services(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, traffic conditions, mechanical failure, fire and all similar events outside our control.

## Our Price Promise

We reserve the right to alter the prices of any holidays shown in our brochure and you will be advised of the current price at the time of booking your holiday.

Everything commercially possible will be done to avoid the need to change this price but in the circumstances listed below the price may change:

Changes in transportation costs, including the cost of fuel; dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports; currency exchange rates; Government action such as increases in VAT or any other government imposed increases. However, there will be no change within 30 days of your departure and we promise to absorb and not charge for any increase equivalent to 2% of the price of your holiday arrangements, which excludes insurance premiums and any amendment charges. If this means that you have to pay an increase of more than 10% of the price of your holiday 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 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.

We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy.

The price of your holiday arrangements was calculated using exchange rates quoted in the 'Financial Times Guide to World Currencies' on Friday 3rd December 2010 in relation to the following currencies: Euro 1.1746.

## Our Financial Protection Promise

Club Cantabrica is a company committed to customer satisfaction and their financial protection. We are therefore pleased to announce that at no extra cost to you, in accordance with 'The Package Travel, Package Tours Regulations 1992' all passengers booking with Club Cantabrica are fully insured for the initial deposit and subsequently the balance of all monies paid to us, including repatriation if required, arising from the cancellation or curtailment of your travel arrangements due to the insolvency of Club Cantabrica.

This insurance has been arranged by Towergate Chapman Stevens through Igi Insurance Company Limited.

## Data Protection Statement

In order to process your booking and ensure that your holiday arrangements run smoothly and meet your requirements, we need to use the information you provide. The information may include your name, address, age and any special needs, disabilities, dietary or religious requirements etc.

We take full responsibility for ensuring that proper security measures are in place to protect your information. We may pass the information onto the relevant suppliers of your holiday arrangements such as airlines, accommodation suppliers, transport companies, insurers etc. The information may also be provided to public authorities such as customs/immigration as required by law.

We will not, however, pass any information on to any person not responsible for any part of your holiday arrangements. In making this booking you consent to this information being passed on to the relevant persons to which you have the right of access.

## Sending Your Tickets

Tickets and travel information will be sent two weeks prior to departure.

## Brochure Validity

Holidays in this brochure operate within the period 1 May - 31 October 2011.

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