



General Terms & Conditions

See also:

[Air Travel Terms & Conditions](#)

[Cruising Terms & Conditions](#)

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 Personal Details booking page and/or on the Confirmation of Reservation, and Newmarket Promotions Limited (The Company). The contract is based on the information given on www.NewmarketHolidays.co.uk, and the terms laid out in the following Booking Conditions. If you made a credit card booking over the telephone, and are seeing these conditions for the first time, you may cancel your reservation in writing up to seven days from the date of receipt of your Confirmation of Reservation. This agreement is governed by English Law and exclusive jurisdiction is conferred on the English Court.

2. Your Payment

Your Confirmation of Reservation includes an invoice showing 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. Please note that a £5.00 per transaction charge will be made for any final balances paid by credit card.

N.B. 1: The person making the on-line booking does so on behalf of all persons named on it, and he/she becomes directly responsible to the Company for the payment of the total holiday price and if applicable, and where appropriate, for the cancellation charges and disbursements of any funds.

3. Your Alterations

If you want to change any of the details of your booking, we will always do our best to help. We will however make an amendment charge of £10 per person (maximum £40 per Personal Details booking page per amendment) as a contribution to our administrative expenses. If after the final balance has become due you wish to make an alteration, we reserve the right to make cancellation charges as detailed in paragraph 4 below. All amendments must be notified to us in writing by 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, we reserve the right to make additional charges to cover in full any costs charged to us by our suppliers.

4. Your Cancellation

You or any member of your party 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. 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 Promotions Ltd. and amounts of cancellation charged in each period (shown as a percentage of the total holiday price excluding insurance premium which is not refundable) are as follows:

	Charge
prior to 28 days	Deposit only

22 - 28 days	30% or deposit if greater
15 - 21 days	45% or deposit if greater
2 - 14 days	60%
less than 48 hours in advance or after departure date	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.

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. However, in order to be fair to all concerned, complaints will be considered only where the above procedure has been followed.

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 Promotions Ltd has accepted your booking on the terms set out in this Contract.

2. Full Price Guarantee

The price of your holiday is fully guaranteed and will not be subject to any surcharges.

3. System Errors

In the event of your on-line confirmation showing an incorrect price for your holiday, the price that will prevail is the price shown in our brochure. 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.

4. 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. If a major change becomes necessary we will inform you as soon as is reasonably possible if there is time before your departure. 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). When a major change occurs, provided it does not arise from circumstances amounting to force majeure (see below), you will have the choice of either accepting the change of arrangements, purchasing another available holiday from us, or cancelling your holiday. In all cases we will pay compensation as detailed below:

Charge

15 - 28 days £10

0 - 14 days £25

N.B. 4: Compensation payments do not apply to changes caused by reason of war or threat of war, riots, civil strife, terrorist activity, industrial disputes, natural and nuclear disasters, fire, technical problems to transport, closure or congestion of ports, adverse weather conditions, cancellation or changes by carriers, or events and circumstances beyond our control, amounting to 'force majeure' and/or Acts of God.

5. 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.

6. Our Complaints Procedure

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 quite 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 Personal Details booking page. 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.

7. Our Responsibility for your holiday

Overseas Holidays

(a) Although we have no direct control over services provided to you by independent suppliers we accept responsibility for the reasonable standard of the holiday which you book. If any part is not provided as promised, we will pay you appropriate compensation if this has affected the enjoyment of your holiday.

(b) We accept responsibility if you or any person named on the Personal Details booking page 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. Provided that any such claims will be subject to and dealt within accordance with English Law and will be subject to the exclusive jurisdiction of the English courts.

(c) We shall give you assistance in the event that you suffer illness, personal injury or death during the period of your holiday overseas arising out of an activity which does not form part either of the holiday arrangement with us or an excursion offered through us. This assistance will include advice and guidance and, at our discretion and where appropriate, financial assistance subject to our

spending a maximum amount in this regard on behalf of yourself and any other person named in the Personal Details booking page of £5,000 in total.

(d) In the event of a claim under this clause six against us by you or any person named on the Personal Details booking page 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 six and we will be subrogated to those rights and you hereby agree to assist us fully in the event that we enforce the rights which have been assigned to us or to which we are subrogated.

(e) We take the safety and security of our clients extremely seriously. If a 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 contact the Foreign Office Travel Advice unit on 020 7270 4129 for up to date information and advice regarding safety BEFORE BOOKING YOUR HOLIDAY. Newmarket Promotions 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.

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.

8. 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 Promotions Ltd. for any costs that arise which would otherwise have been met had Newmarket Promotions Ltd insurance been taken. Should you fail to supply us with the name of your insurance company at the time of booking, our insurance premium will automatically be added to your invoice. Please note that all claims will be subject to an excess charge.

9. Financial Protection & Repatriation

In line with the EC Directive on package travel, Newmarket Promotions Ltd offers complete financial protection for all customers. Newmarket Promotions Ltd is a fully-bonded member of ABTA - The Association of British Travel Agents, ensuring both your financial protection and high standards of professionalism and reliability. Therefore you can book and travel with Newmarket Promotions 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.

Important Information

- **The Booking Form**

Providing clear, correct information when making your booking 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 joining instructions are to be sent, should be entered as the first name on the Personal Details booking page. It is also their address and telephone number(s) that should be shown and it must be they who accept these Terms and Conditions before completing an on-line booking. Other names are required by airlines, insurance companies, hoteliers etc., so please be accurate. For foreign holidays it is essential that these names match those on the passports. If any member of your party, e.g. newlyweds, changes their name between booking this holiday and

travelling, it is important to enter the details for the date of travel on the Personal Details booking page so that we can issue the tickets in the new name. If there is not time to amend the passport the marriage certificate should be carried in the passport. We need to know the number of children under 2, and those between the ages of 2 and 16 who may qualify for a 10% discount if they are sharing a room with 2 adults where a specific child price is not shown. We do not accept bookings from any unaccompanied passengers under the age of 18.

- **Your Journey**

The Coach Companies we use have been selected to be relied upon to provide modern, comfortable coaches and careful, considerate drivers. On some holidays it may be that your journey commences on a feeder coach, before you join the main coach, and feeder coaches are often not of the same standard or size. Whilst the coaches on UK holidays will be of a high standard, they may not have all the facilities of a continental coach. We plan the seating arrangements close to departure date to ensure that families, friends and groups are seated as close as possible. You retain these seats throughout the tour. Smoking and alcohol consumption is prohibited on all our coaches. Regular comfort stops are made. Where the brochure indicates that your Channel crossing will be by ferry, we reserve the right to substitute a crossing via the Eurotunnel and vice versa.

- **Pick-Up Points and Times**

When completing your booking on-line you will have to select your pick-up point. We will show this on our Confirmation Invoice. Please check to ensure that it is correct. The time of pick-up will be advised approximately 5-7 days before departure. Should you need to change your pick-up point this must be notified to us prior to this. You must not assume that you can just go to another point, for the coach may not need to call at all points listed. Please be on time as we cannot be responsible or liable for any loss or expense suffered. On the return journey you will be disembarked at your original pick up point. Your Tour Manager 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 friends 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 our Tour Managers are unable to accept requests to be dropped off at additional points. In the extremely unlikely event of your not receiving final joining instructions detailing the exact time and place of your pick up, it is your responsibility to contact us prior to departure.

N.B. 5 Those pick-up points marked with an asterisk in the Booking Grid are subject to a minimum number of people booking to depart from them. In the event of insufficient numbers, you will be asked to make your own way to the nearest operating pick up point, which will be usually be in the nearest large town. This will be communicated to you with your Joining Instructions approximately two weeks prior to departure. We thank you for your understanding.

- **Delays**

Occasionally 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. Please make sure that you send in full details, quoting your six-character Booking Reference, as soon as you receive your on-line booking confirmation. These will be acknowledged on your Confirmation of Reservation. If you have suffered from a serious medical condition recently, then you should consult with your Doctor about your 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.

- **Itinerary**

You will receive your final Itinerary and Journey Instructions five to seven days prior to departure, provided all payments have been made.

- **Holiday Extras Not Booked With Newmarket**

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

Air Travel Terms & Conditions



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 Personal Details booking page and/or on the Confirmation of Reservation, and Newmarket Air Holidays (The Company). The contract is based on the information given on www.NewmarketHolidays.co.uk, and the terms laid out in the following Booking Conditions. If you made a credit card booking over the telephone, and are seeing these Conditions for the first time, you may cancel your reservation in writing up to seven days from the date of receipt of your Confirmation of Reservation. This agreement is governed by English Law and exclusive jurisdiction is conferred on the English Court.

2. Your Payment

Your Confirmation of Reservation includes an invoice showing 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. Please note that a £5.00 per transaction charge will be made for any final balances paid by credit card.

N.B. 1: The person making the on-line booking does so on behalf of all persons named on it, and he/she becomes directly responsible to the Company for the payment of the total holiday price and if applicable, and where appropriate, for the cancellation charges and disbursements of any funds.

3. Your Alterations

If you want to change any of the details of your booking, we will always do our best to help. We will however make a charge of £50 per person 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 Note 4 below. All amendments must be notified to us in writing 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, we reserve the right to make additional charges to cover in full any costs charged to us by our suppliers.

4. Your Cancellation

You or any member of your party 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. 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 Air Holidays 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	Deposit only
prior to 42 days	30% or deposit if greater
29 - 41 days	45% or deposit if greater
15 - 28 days	60%
2 - 14 days	100%
less than 48 hours in advance or after departure date	

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.

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. However, in order to be fair to all concerned, complaints will be considered only where the above procedure has been followed.

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 Air Holidays has accepted your booking on the terms set out in this Contract.

2. Full Price Guarantee

The price of your holiday as shown on your Confirmation of Reservation is fully guaranteed and will not be subject to any surcharges.

3. System Errors

In the event of your on-line confirmation showing an incorrect price for your holiday, the price that will prevail is the price shown in our brochure. 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.

4. 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. If a major change becomes necessary we will inform you as soon as is reasonably possible if there is time before your departure. 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). When a major change occurs, provided it does not arise from circumstances amounting to force majeure (see below), you will have the choice of either accepting the change of arrangements, purchasing another available holiday from us, or cancelling your holiday. In all cases we will pay compensation as detailed below:

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

N.B. 4: Compensation payments do not apply to changes caused by reason of war or threat of war, riots, civil strife, terrorist activity, industrial disputes, natural and nuclear disasters, fire, technical problems to transport, closure or congestion of ports, adverse weather conditions, cancellation or changes by carriers, or events and circumstances beyond our control, amounting to 'force majeure' and/or Acts of God.

5. 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.

6. Our Complaints Procedure

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 quite 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 Personal Details booking page. 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.

7. Our Responsibility for your holiday

Overseas Holidays

(a) Although we have no direct control over services provided to you by independent suppliers we accept responsibility for the reasonable standard of the holiday which you book. If any part is not provided as promised, we will pay you appropriate compensation if this has affected the enjoyment of your holiday.

(b) We accept responsibility if you or any person named on the Personal Details booking page 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. Provided that any such claims will be subject to and dealt within accordance with English Law and will be subject to the exclusive jurisdiction of the English courts.

(c) We shall give you assistance in the event that you suffer illness, personal injury or death during the period of your holiday overseas arising out of an activity which does not form part either of the holiday arrangement with us or an excursion offered through us. This assistance will include advice and guidance and, at our discretion and where appropriate, financial assistance subject to our spending a maximum amount in this regard on behalf of yourself and any other person named on the Personal Details booking page of £5,000 in total.

(d) In the event of a claim under this clause six against us by you or any person named on the Personal Details booking page 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 six and we will be subrogated to those rights and you hereby agree to assist us fully in the event that we enforce the rights which have been assigned to us or to which we are subrogated.

(e) We take the safety and security of our clients extremely seriously. If a 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 contact the Foreign Office Travel Advice unit on 0845 850 2829 for up to date information and advice regarding safety BEFORE BOOKING YOUR HOLIDAY. Newmarket Air Holidays operate to many parts of the world, some of which do not conform to British health and safety standards. We request that all our hotels comply with the local regulations applicable in their country for health and safety but we cannot guarantee that these meet British standards.

UK Holidays

We accept responsibility for ensuring that all component parts of this inclusive holiday are supplied to you as described on www.newmarketholidays.co.uk 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.

8. 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 Air Holidays for any costs that arise which would otherwise have been met had Newmarket Air Holidays insurance been taken. Should you fail to supply us with the name of your insurance company at the time of booking, our insurance premium will automatically be added to your invoice. Please note that all claims will be subject to an excess charge.

9. Financial Protection & Repatriation

The air holidays and flights we use are ATOL Protected, since we hold an Air Travel Organiser's License granted by the Civil Aviation Authority. Our ATOL number is ATOL 2325. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking. For further information, visit the ATOL website at www.atol.org.uk

Important Information

- **The Booking Form**

Providing clear, correct information when making your booking 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 joining instructions are to be sent, should be entered as the first name on the Personal Details booking page. It is also their address and telephone number(s) that should be shown and it must be they who accept these Terms and Conditions before completing an on-line booking. Other names are required by airlines, insurance companies, hoteliers etc., so please be accurate. For foreign holidays it is essential that these names match those on the passports. If any member of your party, e.g. newlyweds, changes their name between booking this holiday and travelling, it is important to enter the details for the date of travel on the Personal Details booking page so that we can issue the tickets in the new name. If there is not time to amend the passport the marriage certificate should be carried in the passport. We need to know the number of children under 2, and those between the ages of 2 and 16 who may qualify for a 10% discount if they are sharing a room with 2 adults where a specific child price is not shown. We do not accept bookings from any unaccompanied passengers under the age of 18.

- **Delays**

Occasionally flights and coaches may be delayed due to circumstances beyond our control. In such cases we will do our utmost to help you and keep you fully informed. In the event of extended overnight delays, depending upon circumstances, we will endeavour to provide accommodation. In

the case of a major delay to your homeward journey, we shall endeavour to delay the departure from your hotel.

- **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.

- **Itinerary**

You will receive your final Itinerary and Journey Instructions five to seven days prior to departure, provided all payments have been made.

- **Flight Information**

All prices for our air holidays are based on air travel in economy class. We reserve the right to substitute an alternative airline or aircraft type if required to do so for reasons beyond our control. The aircraft used on our tours will include: Boeing 737, 747, 767, 777; Airbus A320, A300; DC-10, MD-11, MD-80, or any other aircraft types at the discretion of the relevant airlines.

- **Important Note about Flight timings**

The departure(*s) on www.newmarketholidays.co.uk is (*are) based upon flights which are specially arranged by Newmarket Holidays, and at the time of printing, the exact departure times have not been confirmed. Those shown are our best estimate based on current information. Final timings will be confirmed to you with your Joining Instructions approximately two weeks prior to departure and you may rest assured that every endeavour will be made to secure timings close to those indicated above. Occasionally the timings will differ from those indicated, although rarely will they do so dramatically. We thank you for your understanding in this matter.

- **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. Please make sure that you send in full details, quoting your six character Booking Reference, as soon as you receive your on-line booking confirmation. These will be acknowledged on your Confirmation of Reservation. If you have suffered from a serious medical condition recently, then you should consult with your Doctor about your fitness to travel.

- **Accommodation**

Unless otherwise stated the price of the holiday applies to each of 2 people sharing a room. The majority of rooms are twin-bedded. Double beds can be requested but not guaranteed. Most hotels have single rooms and a supplement is usually charged. The third and fourth bed in triple and four bedded rooms are usually only suitable for children. It is standard practice for rooms to be vacated by 12 noon. Where your departure is later, it may be possible to keep the room longer - your tour manager will give you assistance and advice of any extra charge that would be made. Should you have special requests such as adjoining rooms, high or low floor, make your request on the Booking Form. The hotel cannot guarantee to meet all requests but will at all times do their best to oblige. Please note that at the beginning and at the end of the summer season, certain facilities advertised at hotels may not be available. Items such as outdoor swimming pools, for example, are subject to weather conditions and it will be the decision of each individual hotelier as to when these facilities are available. Breakfast is included on most holidays - details can be found on www.newmarketholidays.co.uk. Continental style invariably means rolls/croissants, jam, tea or coffee. If you have any special dietary needs, please send in full details, quoting your six character Booking Reference, as soon as you receive your on-line booking confirmation. Not all hotel rooms especially in overseas hotels, have tea/coffee making facilities, seasoned travellers take mini water heaters with them.

- **Holiday Extras Not Booked with Newmarket**

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

Cruising Terms & Conditions



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 Personal Details booking page and/or on the Confirmation of Reservation, and Newmarket Promotions Limited (The Company). The contract is based on the information given on www.NewmarketHolidays.co.uk, and the terms laid out in the following Booking Conditions. If you made a credit card booking over the telephone, and are seeing these conditions for the first time, you may cancel your reservation in writing up to seven days from the date of receipt of your Confirmation of Reservation. This agreement is governed by English Law and exclusive jurisdiction is conferred on the English Court.

2. Your Payment

Your Confirmation of Reservation includes an invoice showing 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. Please note that a £5.00 per transaction charge will be made for any final balances paid by credit card.

N.B. 1: The person making the on-line booking does so on behalf of all persons named on it, and he/she becomes directly responsible to the Company for the payment of the total holiday price and if applicable, and where appropriate, for the cancellation charges and disbursements of any funds.

3. Your Alterations

If you want to change any of the details of your booking, we will always do our best to help. We will however make an amendment charge of £10 per person (maximum £40 per Personal Details booking page per amendment) as a contribution to our administrative expenses.

If after the final balance has become due you wish to make an alteration, we reserve the right to make cancellation charges as detailed in Note 'Your Cancellation' below. All amendments must be notified to us in writing by the person who made the original booking.

N.B. 2: If an amendment involves a change of name, insurance premiums are not transferable.

4. Your Cancellation

You or any member of your party 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. 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 Promotions Ltd. and the amounts of cancellation charged in each period (shown as a percentage of the total holiday price excluding insurance premium which is not refundable) are as follows:

Charge

prior to 49 days

Deposit only

29 - 49 days

50% or deposit if greater

15 - 28 days	75% or deposit if greater
7 - 14 days	90%
Less than 7 days in advance or after departure date	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.

5. Your Complaints

In the unlikely event that you have problems whilst on holiday, you **MUST** report the matter to the on-board Passenger Services Officer **IMMEDIATELY**. If the matter is not then satisfactorily resolved, you must complete a written report (form available). 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. However, in order to be fair to all concerned, complaints will be considered only where the above procedure has been followed.

6. Your Travelling Conditions

Your cruise will be subject to the carrier's Terms and Conditions. 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 or ship, 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. Copies of the relevant parts of the Terms and Conditions are available on request.

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 Promotions Ltd has accepted your booking on the terms set out in this Contract.

2. The Cruise Price

Changes in transportation costs, including the cost of fuel, dues, taxes or fees chargeable for services such as embarkation or disembarkation fees at ports 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 will have the option of accepting a change to another holiday if we are able to offer one (if this is equivalent or higher quality you will have to pay more but if it is of a 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.

We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy. 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. 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 price of your holiday was calculated on 29th June 2007 on the basis of known costs and exchange rates (Source: Lloyds TSB Plc).

3. System Errors

In the event of your on-line confirmation showing an incorrect price for your holiday, the price that will prevail is the price shown in our brochure. 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.

4. 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. If a major change becomes necessary we will inform you as soon as is reasonably possible if there is time before your departure. 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). When a major change occurs, provided it does not arise from circumstances amounting to force majeure (see below), you will have the choice of either accepting the change of arrangements, purchasing another available holiday from us, or cancelling your holiday. In all cases we will pay compensation as detailed below:

Charge

15 - 28 days £10

0 - 14 days £25

N.B. 4: Compensation payments do not apply to changes caused by reason of war or threat of war, riots, civil strife, terrorist activity, industrial disputes, natural and nuclear disasters, fire, technical problems to transport, closure or congestion of ports, adverse weather conditions, cancellation or changes by carriers, or events and circumstances beyond our control, amounting to 'force majeure' and/or Acts of God.

5. 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.

6. Our Complaints Procedure

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 quite 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 Personal Details booking page. 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.

7. Our Responsibility for your holiday

- (a) Although we have no direct control over services provided to you by independent suppliers we accept responsibility for the reasonable standard of the holiday which you book. If any part is not provided as promised, we will pay you appropriate compensation if this has affected the enjoyment of your holiday.
- (b) We accept responsibility if you or any person named on the Personal Details booking page 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. Provided that any such claims will be subject to and dealt within accordance with English Law and will be subject to the exclusive jurisdiction of the English courts.
- (c) We shall give you assistance in the event that you suffer illness, personal injury or death during the period of your holiday overseas arising out of an activity which does not form part either of the holiday arrangement with us or an excursion offered through us. This assistance will include advice and guidance and, at our discretion and where appropriate, financial assistance subject to our spending a maximum amount in this regard on behalf of yourself and any other person named in the Personal Details booking page of £5,000 in total.
- (d) In the event of a claim under this clause six against us by you or any person named on the Personal Details booking page 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 six and we will be subrogated to those rights and you hereby agree to assist us fully in the event that we enforce the rights which have been assigned to us or to which we are subrogated.
- (e) We take the safety and security of our clients extremely seriously. If a 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 county 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 contact the Foreign Office Travel Advice unit on 0845 850 2829 for up to date information and advice regarding safety BEFORE BOOKING YOUR HOLIDAY.

Newmarket Promotions 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.

8. 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 Promotions Ltd. for any costs that arise which would otherwise have been met had Newmarket Promotions Ltd insurance been taken. Should you fail to supply us with the name of your insurance company at the time of booking, our insurance premium will automatically be added to your invoice. Please note that all claims will be subject to an excess charge.

9. Financial Protection & Repatriation

In line with the EC Directive on package travel, Newmarket Promotions Ltd offers complete financial protection for all customers. Newmarket Promotions Ltd is a fully-bonded member of ABTA - The Association of British Travel Agents, ensuring both your financial protection and high standards of professionalism and reliability. Therefore you can book and travel with Newmarket Promotions 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.

Important Information

- **Personal Details when Booking**

Providing clear, correct information when making your booking 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 joining instructions are to be sent, should be entered as the first name on the Personal Details booking page. It is also their address and telephone number(s) that should be shown and it must be they who accept these Terms and Conditions before completing an on-line booking. Other names are required by airlines, insurance companies, hoteliers etc., so please be accurate. For foreign holidays it is essential that these names match those on the passports. If any member of your party, e.g. newlyweds, changes their name between booking this holiday and travelling, it is important to enter the details for the date of travel on the Personal Details booking page so that we can issue the tickets in the new name. If there is not time to amend the passport the marriage certificate should be carried in the passport. We need to know the number of children under 2, and those between the ages of 2 and 16 who may qualify for a 10% discount if they are sharing a room with 2 adults where a specific child price is not shown. We do not accept bookings from any unaccompanied passengers under the age of 18.

- **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. Please make sure that you send in full details, quoting your six-character Booking Reference, as soon as you receive your on-line booking confirmation. These will be acknowledged on your Confirmation of Reservation. If you have suffered from a serious medical condition recently, then you should consult with your Doctor about your fitness to travel.

- **Special Requests**

We will endeavour to comply with any special requests you may have, by passing them through to the ship; however, we cannot guarantee that all such requests will be met, since they may be outside of our control.

- **Itinerary**

You will receive your final Itinerary and Journey Instructions five to seven days prior to departure, provided all payments have been made.

- **Holiday Extras Not Booked With Newmarket**

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