

BOOKING CONDITIONS

BOOKING CONDITIONS & GENERAL INFORMATION

These Booking Conditions set out the terms on which you contract with ITC Luxury Travel Group Limited of Concorde House, Canal Street, Chester, UK. CH1 4EJ company registration number 01030986 trading as Horse Racing Abroad ("the Company").

They describe your obligations to the Company and the obligations of the Company to you. Please read them carefully.

How to Book

Telephone us directly on 01244 355 580. Normally it will be possible to confirm availability immediately and an option valid for up to four days may be taken on the holiday of your choice.

To make your reservation, please call us and one of our expert sales consultants will provide you with first hand information on your chosen tour. You must then confirm your booking by telephone - your sales consultant will reiterate all aspects of your itinerary and ask you to provide details from the passports of each person travelling and confirm that you have read and agreed to our Booking Conditions. You will then be asked to complete and return your booking form together with the required deposit of £200.00 per person for European Tours or £250.00 per person for World-Wide Tour) unless published or low-cost airfares and/or race badges or accommodation require full payment at the time of booking, in which case the deposit will equal the total cost of the airfare, tickets or accommodation and a further 10% of the holiday price.

Booking forms may be scanned and emailed, posted or faxed; payment may be made by credit or debit card, sent by cheque or via bank transfer. We will send you a Confirmation Invoice and a contract will exist between us once this has been issued.

Please note: we reserve the right to alter the prices of any of the holidays shown in our brochure. You will be advised of the current price of the holiday that you wish to book before your contract is confirmed.

Balance Payment

The balance of the holiday must be paid 12 weeks before departure. If a booking is made within 12 weeks of departure, then the full amount must be paid at the time of booking.

We regret to advise that we cannot accept cheques less than seven days prior to the date of departure.

Payments made with a credit or charge card (Visa debit excluded) will automatically incur an additional 2% charge.

Surcharges

The price of your travel arrangements is subject to surcharges on the following items for increases in: transportation costs e.g. fuel, scheduled airfares and any other airline surcharges which are part of the contract between airlines and the tour operator; Government action such as increases in VAT or any other Government imposed increases, currency in relation to adverse exchange rate variations. Even in this case, we will absorb an amount equivalent to 2% of the holiday price which excludes insurance premiums and any amendment charges. Only amounts in excess of this 2% will be surcharged. If this means paying more than 10% of the holiday price, you will be entitled to cancel your holiday with a full refund of all money paid except for any amendment charges. Should you decide to cancel because of this, you must exercise your right to do so within 7 days from the issue date printed on the invoice.

Should the price of your holiday go down due to the changes mentioned above by more than 2% of your holiday price, 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.

Minimum Numbers

Tours will only operate on a minimum of 10 persons being booked. We will advise you at least 30 days before departure if the booked number of participants has not been reached. You will then have the choice of continuing your holiday on an unescorted basis or booking an alternative holiday with us, though in both cases if the alternative is at an additional cost, the difference will be payable by you. Alternatively, a full refund of monies paid will be available.

Cancellation Charges

Cancellation of a confirmed booking will incur a minimum loss of the deposit paid. For cancellation received within 12 weeks of departure, the following scale of charges will apply:

Period before departure	Cancellation charges
84 or more days	Loss of deposit***
57-83 days prior	40% of the total holiday value***
33-56 days prior	60% of the total holiday value***
1-32 days	100% of the total holiday value***
Departure date or thereafter	100% of the total holiday value***

*** Or total deposit including interim payments and increased payments to cover low-cost airfares and/or event tickets, hospitality and accommodation costs, whichever is greater. Bookings on some airlines, yachts, cruises, villas and hotels during peak seasons or over major sporting events have varying cancellation terms which will replace the above cancellation charges. Any charges will be calculated and advised at the time of cancellation.

Amendments by us

We make every effort to operate holidays as featured in our brochure, but nevertheless from time to time, hoteliers and other services we use, can and occasionally do, withdraw or change certain facilities. When we are aware of this, you will be notified immediately. A holiday of a similar or higher standard will be offered in this eventuality, and if not acceptable, a full refund of all monies paid will be given. We will not cancel a holiday less than 12 weeks prior to departure, unless it is necessary to do so as a result of circumstances amounting to force majeure or if your balance payment is not forwarded to us on the due date.

Amendments by you

Certain airlines insist on tickets being issued immediately, which we will do upon receipt of your booking form and these are ticketed on a non-refundable, non-changeable basis. Therefore any alteration, such as name change, would incur the purchase cost of a new ticket. However, you should check with us for full details as airline policies do differ from carrier to carrier. Please note that due to stringent security precautions in force at airports, the name on your passport must agree with the name on your air ticket.

Airline Assistance and Baggage

Passengers requiring assistance at airports on check in should advise us prior to departure to ensure that the necessary arrangements are made with the airline concerned.

Baggage Allowances vary according to the carrier, destination, route and the class of travel booked. You will be advised of the specific allowances and restrictions with your travel documentation. Should you require these at the time of booking, please ask your sales consultant.

Airline Delays & Passenger Rights

If your flight is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline, depending on the circumstances, the airline may be required to pay you compensation, refund the cost of your flight and/or provide you with accommodation and/or refreshments under EC Regulation No 261/2004 - the Denied Boarding Regulations 2004. Full details of these rights are posted at EU airports and are also available from airlines/airline websites or visit www.caa.co.uk.

Please note that any compensation or other payment due to you is the responsibility of the airline and will not automatically entitle you to a refund from us. All sums you receive or are entitled to receive from the airline concerned by virtue of these Regulations represent the full amount of your entitlement to compensation or any other payment arising from such cancellation, delay, downgrading or denied boarding. This includes any disappointment, distress, inconvenience or effect on any other arrangements; the fact a delay may entitle you to cancel your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight. If, for any reason, we make any payment to you or a third party which the airline is responsible for in accordance with the Denied Boarding Regulations, you must, when requested, assign to us the rights you have or had to claim the payment in question from the airline. If your airline does not comply with these rules you may complain to the Civil Aviation Authority on 020 7453 6888 or by e-mail to passengercomplaints@caa.co.uk or see www.caa.co.uk - Referring Your Complaint to the CAA. Please check your travel insurance policy for compensation following airline delays.

Where long flight delays result in lost holiday time, refunds are not given by suppliers for unused accommodation as rooms are held for delayed arrivals and are not re-let. Please also note that an airline carrier may, if circumstances so require, divert, postpone or delay any flight, or alter the airport of departure or arrival and may, without notice, substitute alternative carriers or aircraft.

We are not always in a position at the time of booking to confirm the flight timings which will be used in connection with your flight. The flight timings shown in our brochure, on our website and/or detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. Flight timings are outside our control. They are set by airlines and are subject to various factors including air traffic control restrictions, weather conditions, potential technical problems and the ability of passengers to check in on time. The latest known flight times will be those shown on your tickets or confirmation of the flight booking, which will be despatched to you approximately two weeks before departure. You must, accordingly, check your tickets very carefully immediately upon receipt to ensure that you have the correct flight times. It is possible that the flight times may be changed even after tickets have been despatched; we will contact you as soon as possible if this happens.

Air Carriers The EU publishes a list of airlines that are subject to an operating ban within the European Community. To view it, go to www.euroopa.eu and search on "banned airlines".

Disabled Customers

Horse Racing Abroad are not specialists in holidays for the disabled and regrettably most of our tours are not suitable for those with mobility difficulties.

Please let us know if you or anyone in your party suffers from a serious medical condition or physical disability before a booking is made, as Horse Racing Abroad cannot provide individual assistance with boarding coaches or other forms of transport, baggage handling, walking or other personal requirements, and clients should be confident that they can do these tasks unaided. We are happy to

give advice with the choice of your holiday, which will be dependent upon the nature of the disability and whether the person with the disability is accompanied by an able-bodied companion. Please specify details of any disability or special requirements at the time of booking.

Due to the nature of some of our hotels/destinations, many may lack the simplest facilities, such as ramps for wheelchairs and door access. This may apply to shops, restaurants public transport and recreational facilities.

Within the EU airlines will facilitate access to air transport for disabled persons and persons of reduced mobility and ensure they receive assistance when travelling by air in accordance with EC Regulation 11/07/2006. This also applies to passengers departing from an airport situated outside the EU to an airport situated within the EU if the air carrier is an EU Community Air Carrier.

Health requirements

You must ensure you are aware of and comply with any health requirements, recommendations and precautions such as vaccinations for every country you are or may be visiting. Requirements and advice may change and it is your responsibility to ensure you are aware of all recommended vaccinations and health precautions in good time before departure. Details are available from your GP surgery or for the latest information visit www.travelhealthpro.org.uk/country-information or www.gov.uk/foreign-travel-advice.

Data Protection

Please be assured that we have measures in place to protect the personal booking information held by us. This information will be passed on to the principal and to the relevant suppliers of your travel arrangements. The information may also be provided to public authorities such as customs or immigration if required by them, or as required by law. Certain information may also be passed on to security or credit checking companies. If you travel outside the European Economic Area, controls on data protection may not be as strong as the legal requirements in this country. We will only pass your information on to persons responsible for your travel arrangements. This applies to any sensitive information that you give us such as details of any disabilities, or dietary/religious requirements. (If we cannot pass this information to the relevant suppliers, whether in the EEA or not, we will be unable to provide your booking. In making this booking, you consent to this information being passed on to the relevant persons.) Full details of our data protection policy are available on request. All information in this brochure was correct at the time of going to press March 2017).

Complaints

Whilst we aim to ensure that your holiday runs smoothly, there may be times when it does not. Please follow the complaints procedure below to minimise inconvenience to all parties:

1. Any complaint should be reported immediately and directly to the supplier and, as soon as possible, to our local representative (where applicable). If you fail to follow this simple procedure, your right to claim compensation may be affected, as we will have been deprived of the opportunity to investigate and rectify the problem.
2. In the unlikely event that neither our representative nor our supplier is able to resolve the matter to your complete satisfaction, please write in, fax or e-mail the details of your complaint within 28 days of the end of your holiday and providing full details of the holiday and the reason for dissatisfaction, to: Horse Racing Abroad, International Travel Connections Ltd, Concorde House, Chester, CH1 4EJ/ Fax +44(0)1244 355 399, E-mail info@horseracing-abroad.com.
3. Once in receipt of a complaint, we will react swiftly to resolve the matter. Our aim is to rectify any shortcomings immediately, so that you can fully enjoy the remainder of your holiday.
4. We regret that we cannot accept liability in relation to any complaint or claim which is not notified entirely in accordance with these Clauses. Disputes arising out of or in connection with this contract that cannot be amicably settled, may (if the client so wishes) be referred to arbitration under a special scheme, which although devised by arrangement with ABTA is administered quite independently. It provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on you in respect of costs. The scheme does not apply to claims for an amount greater than £5,000 per person. There is also a limit of £25,000 per booking form. Neither does it apply to claims which are solely in respect of physical injury or illness or their consequences. The scheme can however deal with compensation claims which include an element of minor injury or illness subject to a limit of £1,500 on the amount the arbitrator can award per person in respect of this element. Your request for arbitration must be received by ABTA within eighteen months of the date of return from holiday. Outside this time limit arbitration under the Scheme may still be available if we agree, but the ABTA Code does not require such agreement. For injury and illness claims, you can request the ABTA Mediation Procedure and we have the option to agree to mediation. Further information on the Code and ABTA's assistance in resolving disputes can be found on www.abta.com.

For Foreign & Commonwealth Office advice visit: www.fcdo.gov.uk/knowbeforeyougo

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Exchange Rates

The price of your holiday was calculated using the exchange rates quoted as at 01 March 2017, Euro 1.15, Australian dollar \$1.60, US dollar \$1.23, SA Rand 16.4, UAE Dirham 4.50, Czech koruna 31.80, Norwegian krone 10.53

Your Financial Protection:

We hold an Air Travel Organiser's Licence issued by the Civil Aviation Authority (ATOL number 2786). When you buy an ATOL protected flight or flight inclusive holiday* from us, you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable). If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit, you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent or your credit card issuer where applicable. You also agree that any such claims may be reassigned to another body, if that other body has paid sums you have claimed under the ATOL scheme. *The flights and flight-inclusive holidays we arrange are ATOL protected providing they are made available in the UK. For further information visit the ATOL website at www.atol.org.uk.

We are also a member of ABTA (ABTA number V2359). If your holiday does not include flights, ABTA will financially protect your holiday by ensuring you receive a refund or, if your arrangements include return travel to the UK (other than flights) you are returned to the UK in the event that your holiday cannot be provided as a result of our insolvency. Please go to www.abta.com for a copy of the guide to ABTA's scheme of Financial Protection.

For flight inclusive bookings, all monies paid to any authorised travel agent of ours for your holiday with us will be held on behalf of and for the benefit of the Trustees of the Air Travel Trust subject to the travel agent's obligation to pay such monies to us in accordance with our trading terms unless we fail. In the unlikely event of our financial failure, all monies then held by the travel agent or subsequently paid by you to the travel agent will be held by the agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation on the agent to pay such monies to us.

Passports

All passengers are responsible for ensuring that their passports and visas (where required) are valid for their journey. Most non-EU countries require that passports are valid for at least six months after the departure from their country.

For countries requiring visas, there should be at least one blank page in the passport to facilitate the visa stamp. Please note that some countries may require two blank pages for entry and departure visas. If you, or any member of your party, do not hold a British passport and/or do not reside in the UK, you must check the entry requirements with the embassy of the country/ies you will be visiting.

Visas

Czech Republic, France, Ireland, Norway and Hungary: Visas are not required by British passport holders. A full valid passport is required for these destinations.

Dubai: Visas are not required by British

Passport Holders but passports must have a minimum 6 months validity from the date of entry.

USA: UK travellers to the US under the Visa Waiver Programme (WVP), which allows most British passport holders to visit for up to 90 days without a visa, will require an authorisation via the Electronic System for Travel Authorisation (ESTA) prior to boarding a carrier to travel by air or sea to the US. Travellers can register for authorization online through the ESTA website at <https://esta.cbp.dhs.gov> and are advised to do so at least 72 hours prior to travel.

Australia: All UK citizens will require a Visa to enter Australia. Subject to compliance with the applicable conditions, we can issue an electronic travel authority (ETA) to Australia. Please advise us at the time of booking if you require assistance.

Please note that requirements do change and you must check the up-to-date situation in good time before departure and for further information please visit www.fco.gov.uk.

Law

We both agree that English law (and no other) will apply to your contract and to any dispute, claim or other matter of any description which arises between us ("claim") except as set out below. We both also agree that any claim must be dealt with by the ABTA arbitration scheme referred to above or Courts of England and Wales only unless, in the case of Court proceedings, you live in Scotland or Northern Ireland. In this case, proceedings must either be brought in the Courts of your home country or those of England and Wales. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract and any claim governed by the law of Scotland/Northern Ireland as applicable (but if you do not so choose, English law will apply)

Liability

(i) You to the Company:

a) It is your responsibility to arrive at places stated at the correct times and to reconfirm your return flight and departure times. The Company has no liability whatsoever to you for your failure to do so.

b) You must act and behave in a reasonable and responsible manner toward any other person you meet in the course of your travel arrangements. If in our reasonable opinion or in the reasonable opinion of any other person in authority, you behave in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, we are entitled, without prior notice, to terminate the holiday of the person(s) concerned. 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.

c) You accept responsibility for any damage or loss caused by you. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be made direct to the accommodation owner or manager or other supplier or to us as soon as possible. If the actual cost of the loss or damage exceeds the amount paid where estimated, you must pay the difference once known. If the actual cost is less than the amount paid, the difference will be refunded. You will also be responsible for meeting any claims subsequently made against us and all costs incurred by us (including our own and the other party's full legal costs) as a result of your actions. You should ensure you have appropriate travel insurance to protect you if this situation arises.

(ii) The Company to You:

a) 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).

b) We will not be responsible for any injury, illness, death, loss (including loss of enjoyment or possessions), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following: - the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or the act(s) and/or omission(s) of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable or 'force majeure'.

c) 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 hotel or any other supplier agrees to provide for you where the services or facilities are not advertised by us and we have not agreed to arrange them as part of our contract and any excursion you purchase in resort. In addition, regardless of any wording used by us on our website, in any advertising material 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.

d) 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 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. The exception to this is where the claim or complaint concerns the absence of a safety feature which might lead a reasonable holiday maker to refuse to take the holiday in question. Please note, however, our obligation is to exercise reasonable skill and care as referred to in clause (ii)(a). We do not make any representation or commitment that all services will comply with applicable local laws and regulations and failure to comply does not automatically mean we have not exercised reasonable skill and care.

e) 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 £250 per person affected unless a lower limitation applies to your claim under Clause

(ii)(f) below. You must ensure you have appropriate travel insurance to protect your personal belongings.

For all other claims which do not involve death or personal injury, if we are found liable to you on any basis the maximum amount we will have to pay you is twice 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 (ii)(f) 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.

f) 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 or rail carrier to which any international convention or EU regulation applies, the maximum amount 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 carrier concerned would have to pay under the international convention or regulation which applies to the travel arrangements in question (for example, the Warsaw Convention as amended or unamended and the Montreal Convention for international travel by air and/or for airlines with an operating licence granted by an EU country, the EC Regulation on Air Carrier Liability No 889/2002 for national and international travel by air, the Athens Convention for international travel by sea (as amended by the 2002 Protocol with effect from 31st December 2012) and COTIF, the Convention on International Travel by Rail).

Please note: where a carrier would not be obliged to make any payment to you under the applicable international convention or regulation in respect of a claim or part 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 have received or are entitled to receive from the carrier for the complaint or claim in question. Copies of the applicable international conventions and regulations are available from us on request.

g) Please note, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description (1) which 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.

Conditions of Carriage

The various carriers who provide transport as described in this brochure have their own terms and conditions. These terms and conditions may limit and/or exclude the supplier's liability to you, usually in accordance with applicable international conventions such as the Montreal Convention. Air travel is also subject to the operational decisions of air carriers and of airports, which may result in delays, aircraft being diverted or schedule changes over which the Company has no control. The Company can provide you with copies of all relevant conventions and conditions upon request. In accordance with EU Regulation 21/11/2005 we are required to advise you of the actual carrier operating your flight/connecting flight/transfer. Due to the flexible itineraries that we offer, we are not in a position to state these facts in this brochure. Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible and in all cases at check-in or at the boarding gate.

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