

TRADING CHARTER

from your travel agent who can provide you with the leaflet "Health Advice for Travellers" published by the Department of Health. Some people may be at risk from discomfort or deep vein thrombosis (DVT) if they remain immobile on a journey for a long period of time. If you are planning to undertake a bus or coach journey of more than 3 hours you should consult your doctor if you have ever had DVT or pulmonary embolism, a family history of clotting conditions, cancer or treatment for cancer, a stroke, heart or lung disease or if you have had major surgery in the past 3 months. We reserve the right to refuse any booking in the absence of a doctor's certificate confirming that you are fit to travel. During the journey we will provide comfort stops as frequently as possible. During these stops you are encouraged to get off the coach and walk around. Exercise reduces any discomfort, which may be caused by periods of immobility. During any journey you should drink alcohol only in moderation as it leads to dehydration.

19. PASSENGER BEHAVIOUR

We want all our customers to have a happy and carefree holiday. However you must remember that you are responsible for your behaviour and the effect it may have on others. In this respect you should note that the use of a radio, cassette player, mobile phone or C.D. player could adversely affect other passengers' enjoyment of their holiday. If you or any member of your party is abusive or disruptive or behaves in a way which, in our reasonable opinion, could cause damage or injury to others or effect their enjoyment of their holiday, or which could damage property, we have the right, after reasonable consideration, to terminate your contract with us. If this happens we will have no further obligations or liability to you. The coach driver/representative, ship's captain or authorised official of other means of transport is entitled to refuse you boarding if in their reasonable opinion you are unacceptably under the influence of drink or drugs or you are being violent or disruptive. If you are refused boarding on the outward journey we will regard it as a cancellation by you and we will apply cancellation charges according to the scale listed under 'scale of cancellation charges' above. If the refusal is on the return journey we have the right to terminate the contract and will have no further obligations or liability to you.

20. NO SMOKING POLICY

We operate a strict no smoking policy on all our coaches. We make frequent comfort stops. The smoking policy of other carriers and suppliers will vary, and will be supplied on request if you contact Excelsior Tours Ltd.

21. PETS

We do not allow pets or other animals to be taken on our holidays. Registered assistance dogs will normally be accommodated on UK holidays but not on overseas holidays.

22. PICK UP POINTS, ITINERARIES, TRAVEL DOCUMENTS AND PASSPORT

You are responsible for ensuring that you are at the correct departure point at the correct time, with the correct documents and we cannot be held liable for any loss or expense suffered by you or your party because of an incorrect passport or late arrival at the departure point. If you are a British citizen travelling outside the United Kingdom you must have a full UK passport valid for a minimum of three months after your scheduled date of return. Non-UK citizens must seek passport and visa advice from the consulates of the countries you plan to visit prior to making a booking for one of our holidays. The name on the passport must match the name on the ticket. If someone in your party changes name after the booking is made you must tell us immediately so that we can issue the ticket in the new name. Approximately two weeks prior to departure we will send you or your booking agent all the necessary labels so that you receive them in good time for your holiday. Certain travel documents may have to be retained by us and your driver/courier will then issue them to you at the relevant time. If you lose a travel document after it has been issued to you we will require you to meet the direct cost charged by the carrier/supplier for the issue of a duplicate or replacement. Excelsior Tours Ltd reserve the right to modify itineraries to conform with requests from the competent authorities in the United Kingdom and any other sovereign state through which the tour will operate. Included excursions are detailed on the relevant brochure page and refunds will not be made for any excursion not taken. Optional excursions may be booked and paid for in resort but these will not form part of the package booked with us. Admission fees to buildings, grounds etc. are not included in the price of the holiday unless otherwise stated on the relevant brochure page.

23. WHAT HAPPENS IF I AM DELAYED?

Your travel insurance may cover you for some delays. In addition where you are delayed for more than six hours in any one day we will seek to minimise any discomfort and, where possible, arrange for you refreshment and meals.

24. DO I NEED TO TAKE OUT TRAVEL INSURANCE?

We strongly advise all our customers to take out travel insurance to cover medical and repatriation costs and personal injury. It is not compulsory in law to have travel insurance for our tours within the UK but it is compulsory for our tours operating outside the UK. If you do not have adequate insurance and require our assistance whilst on holiday, we reserve the right to reclaim from you any medical, repatriation or other expenses, which we may incur on your behalf, which would otherwise be met by insurers.

25. WHAT ASSISTANCE WILL YOU GIVE ME IF THINGS GO WRONG WHEN IT IS NOT YOUR FAULT?

If you, or any member of your party, suffer death, illness or injury whilst overseas arising out of an activity, which does not form part of your package travel arrangements or an excursion arranged through us in the UK, we shall at our discretion, offer advice, guidance and assistance. Where legal action is contemplated and you want our assistance, you must obtain our written consent prior to commencement of proceedings. Our consent will be given subject to you undertaking to assign any costs, benefits received under any relevant insurance policy to ourselves. We limit the cost of our assistance to you and any member of your party to £5000 per party.

26. SPECIAL NEEDS

Unfortunately, many hotels overseas do not provide adequate facilities for guests with mobility problems or who suffer from other disabilities. Whether you are planning a holiday overseas or in the UK, please notify us before you book if you or any member of your party has special needs or suffers from any disability. We are keen to plan arrangements for your holiday so that special needs and requests can be accommodated as far as possible. If you will need assistance or special facilities in the hotel, or may have difficulties in taking part in excursions or boarding and travelling on the coach or other means of transport you must let us know in advance in writing. Not all the holidays in this brochure may be suitable for you. We want you to enjoy your holiday and will try to help you select an appropriate trip. If you need advice or further information either you or your booking agent should contact the Reservations Manager on 0845 608 8488 (calls are charged at your local rate).

27. SPECIAL REQUESTS

If you will require a special diet please tell us before booking, or as soon as you are medically advised, and send us a copy of the diet. We will notify the hotel or hotels on your holiday but please note that some hotels may not have facilities to cope with special diets and we cannot be held liable for their failure to do so. Where we think this is likely to happen we will tell you prior to your booking confirmation being issued so that you can exercise your right to cancel your holiday booking without charge. Any extra costs incurred must be paid by you to the hotel prior to departure from the hotel. You should also detail any other requests, for example, low floor rooms, particular rooms or location, on the special requests section of the booking form, or other method of confirming in writing that the request was made. We will pass your request to the relevant supplier but this does not necessarily mean that your request will be fulfilled. If a request can be fulfilled you may incur an extra charge payable either to us or direct to the hotel. Please note that requests cannot be guaranteed unless we confirm on your booking confirmation that this is a guaranteed requirement.

28. SINGLE OCCUPANCY

Single occupancy of rooms when available may be subject to supplementary charge and this will be shown on the brochure page. Please note that after our allocation of single rooms with no supplement on British tours have sold out, we may be able to use a twin/double room for sole occupancy. Hotels may charge a supplement for this, which we will advise you at the time of booking.

29. ENTERTAINMENT

Some of our hotels arrange additional entertainment. Where this is part of the holiday, details are given on the respective brochure page. Where it is not specified it may still be available but is at the discretion of the hotel and is not guaranteed. It may be withdrawn if there is lack of demand or for operational reasons.

30. DATA PROTECTION ACT

In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements we, and your travel agent, need to use the information you provide such as name, address, any special needs/dietary requirements etc. We take full responsibility for ensuring that proper measures are in place to protect your information. We must pass the information on to the relevant suppliers of your travel arrangements such as hotels, transport companies etc. The information may also be

supplied to security or credit card checking companies, public authorities such as customs/immigration if required by them, or as required by law. Additionally where your holiday is outside the European Economic Area (EEA), controls on data protection in your destination may not be as strong as the legal requirements in this country. We will not, however, pass information on to any person not responsible for your holiday arrangements. This applies to any sensitive information that you give to us such as details of any disabilities or dietary/religious requirements. If we cannot pass this information on to the relevant suppliers, whether in the EEA or not, we cannot provide your booking. In making this booking you consent to this information being passed on to the relevant persons. Please note that where information is held by your travel agent, this is subject to your agent's own data protection policy. Your data controller is Excelsior Tours Ltd. You are entitled to a copy of your information held by us. If you would like to see this, please contact us. We retain your full contact details and other information in secure files and electronic storage facilities. We may use this information to contact you by mail, telephone or electronic means. We will provide you with details of other goods and services including those of selected third parties. If you do not wish to receive further information about products and services, please write to the Managing Director.

31. GOLD CARD MEMBERS

Gold Card Members receive additional benefits to those listed in this trading charter. Nothing in the Gold Card Membership detracts from any of the rights listed above.

32. PUBLICATION DATE AND DETAILS

This brochure was published in the United Kingdom by Excelsior Tours Ltd, Central Business Park, Bournemouth BH1 3SJ in October 2008.

GENERAL INFORMATION (Not part of your contract)

YOUR HOLIDAY PRICE

Your holiday price includes, a) transport from any of the joining points specified on page 6 (however we include return boat fare from and to the Isle of Wight), b) hotel accommodation and meals as specified in the individual holiday descriptions contained in this brochure, (the half board price on British and Continental holidays includes breakfast or continental breakfast and dinner, commencing with dinner on the first day and terminating with breakfast on the last day, except where otherwise stated), c) VAT at 17.5% where applicable. Unless otherwise indicated in the holiday description, entrance fees, guide fees, sightseeing tours and optional excursions are not included in the holiday price. Some hotels may make a small charge for tea and coffee served after dinner. Gratuities to hotel staff and driver/couriers are not included and are discretionary.

LUGGAGE

We ask clients to keep luggage to one medium sized suitcase per person and in addition a small handbag can be taken. Please note that at some hotels, particularly on the Continent, portage is not always available between the coach and the hotel. It is unlikely that luggage or personal belongings will be covered by your insurance if left unattended or in an empty vehicle overnight and you must therefore take all belongings with you at overnight stops. All luggage and belongings should be insured to their full value and all personal items such as jewellery, cameras, watches etc should be carried on the person.

It is your responsibility to ensure that your luggage and belongings are loaded on the coach on which you are travelling, especially at ports, interchange points and on leaving the hotels. You should ensure that you attach the Excelsior Tours luggage label provided by us to your suitcase.

ROUTES

Routes shown in this brochure may have to be changed on occasion due to traffic conditions or for other reasons and in consequence it may not be possible to pass through all the places mentioned in an itinerary. Furthermore stops can only be made at a limited number of places according to the time available. Some excursion itineraries include the use of ferries and other forms of transport, which can be affected by inclement weather and may have to be cancelled. In such cases we will seek to provide a suitable alternative. Published running times of services are estimates which may be affected by circumstances outside our control.

CHILD REDUCTIONS

Reductions may be available for children aged 5 to 14 sharing a room with 2 full fare paying passengers on certain (B) and (C) tours. Please enquire when booking. Children under 5 years of age will not be carried.

HOTEL AND MEAL INFORMATION

Hotels have been carefully selected to provide clients with good value for money and range from smaller family owned hotels to large luxury hotels. On centred holidays a description of the main hotel is given in the holiday itinerary on the relevant brochure page. Almost all of our holidays include breakfast and dinner daily (half board) except where stated. Set menus are usually provided on Continental holidays and on some British holidays. Please remember when travelling abroad that food served will vary from country to country and on occasions may be prepared and served differently from the way we are used to. Breakfast on the Continent usually comprises rolls, butter, preserves and coffee although some hotels now provide a Continental buffet breakfast. In Britain, English breakfast is usually provided. Please remember when booking that hotel standards do vary and that the standards of hotels are often reflected by the difference in holiday costs. Some hotel amenities such as lifts, swimming pools etc. at times require servicing and/or cleaning and we cannot guarantee that they will always be available. Similarly, weather, lack of demand and seasonal opening times can also affect the provision of entertainment or outdoor amenities described in this brochure.

BRITISH HOTELS

When hotels have been classified, either by a tourist board or by the AA or RAC, we have shown when possible the latest known rating at the time of publication. The AA, RAC and Tourist Boards now award members a star rating. Stars range from 1 to 5. However, not all hotels are members of either the AA or RAC, have as yet been classified or reclassified by a Tourist Board. Where we have not shown a classification this does not necessarily mean that the hotel is of a lower standard. All hotels which we feature include private facilities and most now also provide colour TV and tea/coffee making facilities in rooms.

CONTINENTAL HOTELS

European countries have different classification systems and some countries do not yet have such a system. Where hotels have been classified we have shown the latest known rating in the country concerned. Please note however that, despite ratings, standards vary from country to country and sometimes even within the same country. Most systems award stars from 1 to 5. On centred holidays we have given a description of the main hotel or hotels. En route hotels vary, but as an indication we use 2 or 3 star or equivalent rated hotels in Belgium and France and 3 star or equivalent rated hotels in Austria, Germany, Italy and Switzerland, and these may be in a centre or for access reasons on the outskirts of town. All hotels used on the Continent provide rooms with bath/shower and WC as a minimum. In some countries twin rooms may comprise what appears to be one bed but having a double base and headboard with separate mattresses and duvet or bedding. A three bedded room is often a twin room with an extra bed added.

SINGLE ROOMS

The number of single rooms is limited and on Continental tours there is a supplementary charge as shown on individual tour details. Single rooms are often smaller and not as well situated as other rooms and it therefore advantageous to share with another person.

IMPORTANT NOTICE - CHANGES TO THIS BROCHURE

Unfortunately, it is inevitable that some of the prices or details contained within our brochure may have changed since it was printed. We also reserve the right to correct errors at any time prior to the price being confirmed at the time of booking. When you book your holiday you will be informed of any changes to any of the relevant details within our brochure which have occurred prior to you making your booking.

MUST BE RETAINED BY CLIENT

excelsior ...the exception

1. WHY SHOULD I READ THIS PAGE?

Because it is very important. Our Trading Charter forms a key part of our agreement with you and forms the basis of a legally binding contract between you as the lead name making the booking, anyone else in your party and us. When you make this booking as the lead name you undertake that you have the authority to accept, and do accept, on behalf of your party the terms of these booking conditions. This contract is made subject to the terms of these booking conditions, which are governed by English Law, and the non-exclusive jurisdiction of the English Courts. These contract terms and financial guarantees will not apply to any holiday involving any type of flight. Instead, you will be supplied with the full booking conditions of the ATOL holder arranging your holiday. Your booking agent will have a copy or alternatively you can request one prior to booking your holiday from Excelsior Tours Ltd, Central Business Park, Bournemouth BH1 3SJ. If you do not see this Trading Charter before you made your booking and you are not happy to proceed with the booking now that you have seen it, please return all documentation to us or the travel agent through whom you booked within 7 days of receiving this charter. Your booking will be cancelled and your monies will be returned in full, provided you have not commenced your travel.

2. HOW AND WHEN DO I MAKE THIS CONTRACT WITH YOU?

We welcome you making contact with us in a number of ways. You can write to us, phone us, use a nominated travel agent, or email us, whichever way you chose the contract is made when your booking is entered onto our reservation system and we issue a confirmation of booking. We will send you, or your agent, the confirmation of your booking within seven working days. Please check this confirmation very carefully to ensure all the information is correct and tell us, or your agent, immediately of any errors.

3. HOW IS MY HOLIDAY MONEY PROTECTED?

We subscribe to the Code of Conduct of the Bonded Coach Holidays Group (BCHG) of the Confederation of Passenger Transport UK. BCHG requires a bond to be taken out to provide protection for your holiday money in the unlikely event that a Member cannot, for financial reasons, carry out their obligations to their passengers.

4. BCHG CONSUMER GUARANTEE

The Bonded Coach Holiday Group guarantees to bona fide customers that in the event of failure of a bona fide Member, it will: (a) wherever possible arrange for a holiday or tour to be completed; (b) where failure occurs after a holiday has begun, arrange for customers to be returned by an appropriate means of transport to their UK area of departure; (c) If the holiday or tour cannot be completed as planned, the reimbursement of payment made by the customer to the BCHG member, other than payments made by credit card.

5. WHEN DO I NEED TO PAY FOR MY HOLIDAY AND HOW MUCH?

At the time of booking you will need to pay a deposit for each person named on the booking. The balance must be paid before the dates listed below. Where you use an agent they may require you to pay them earlier than this date and will advise you separately of their balance due date. If you book within our balance due period you will need to pay the total holiday cost at the time of your booking. If you do not pay the outstanding balance for your holiday on or before the date when it is due we may cancel your booking and you will be required to pay the cancellation charges detailed below. The date of cancellation will normally be the date you confirm in writing that you intend to cancel or 15 days after the balance due date, whichever comes first. The deposit for all the tours in this brochure is £40 per person. Your balance is due 56 days prior to departure for tours of 6 days duration or more and 28 days before departure for tours of 5 days duration or less. Where optional items are purchased as part of the tour package these are payable on the balance due date except where items have been specifically purchased for you. In this case the cost will be payable at a separate date notified to you and will not normally be refundable unless we obtain a refund from the supplier we use.

6. IF I USE AN AGENT WHO DOES MY MONEY BELONG TO?

Your agent will hold your deposit on your behalf until we issue a confirmation of your booking. The agent then holds this money on our behalf. The agent holds any balance you pay on your behalf until the date the balance is due. The agent will then hold this balance payment on our behalf. The agent will then forward to us.

7. CAN YOU CHANGE THE PRICE OF MY HOLIDAY AFTER YOU HAVE ISSUED THE CONFIRMATION OF BOOKING?

Yes we can, but only in very limited circumstances. The price of your holiday is subject to change for an increase or decrease in any of the following costs: - Transportation costs including fuel (including fuel tax), ferry operator fares and tolls, embarkation or disembarkation fees at terminals, Dues and taxes (including the rate of VAT). Even in this case, we will absorb an amount equivalent to 2% of the holiday price, which excludes any insurance premium, and any amendment charges. Only amounts in excess of this 2% will be surcharged but where a surcharge is payable there will be an administration charge of £2.00 together with a separate amount to cover your agent's commission. If this means paying more than an extra 10% on the holiday price, you will be entitled to cancel your holiday with a full refund of all money paid. Should you decide to cancel because of this, you must exercise your right to do so within 14 days from the issue date printed on the revised invoice. Alternatively, you may prefer to take a comparable equivalent holiday, if available, details of which will be provided with the revised invoice. We will not surcharge you after the date that your balance is due unless the change relates to any amount set by or payable to a Government of a country forming part of the holiday and even then no surcharge will be imposed less than 30 days pre-departure. Where there is a decrease in the above costs the price of your holiday will be reduced and a refund given. The prices, terms and dates will those used for applying any increase. The price of your holiday is fully guaranteed against surcharges in respect of currency fluctuations.

8. CAN I CHANGE MY HOLIDAY ARRANGEMENTS?

After we have issued our booking confirmation we will do our best to accommodate any changes you may want to make but we cannot guarantee to do so. Any changes must be notified to us in writing and signed by the person who signed the booking form, or alternative booking method confirmed by the lead name. If we are able to make the changes an amendment fee of £30 per booking per occasion will be payable plus any additional charge for the facilities requested. Any significant alteration after the balance due date will be treated as a cancellation of the original booking and will be subject to the cancellation charges detailed below. A significant alteration would include a change of departure date, holiday or hotel, or number of people travelling.

9. CAN I TRANSFER MY BOOKING TO SOMEONE ELSE?

You can transfer your booking to someone else provided you give us reasonable notice. This person must be able to satisfy all the conditions of the holiday and a change cannot normally be made less than 14 days prior to departure. We will make an administration charge of £30 per person for every transfer we make plus any reasonable additional costs caused by the transfer. You will remain responsible for ensuring that the holiday is paid for by the balance due date.

10. HOW CAN I CANCEL MY HOLIDAY?

You, or any member of your party, may cancel at any time provided that the person who signed the booking form makes the cancellation, or alternative booking method confirmed by the lead name, and is communicated to us in writing via the office at which you made your original booking. You will have to pay cancellation charges set out in the scale below to cover our estimated loss resulting from the cancellation. If you are insured against cancellation you may be able to recover the charges from your insurers. Your cancellation will take effect from the date when either the travel agent or we receive written confirmation of your cancellation. You must also return any tickets or vouchers that you have received. A reduction in room occupancy may increase the charges for the remaining passengers by the application of supplements for low occupancy of rooms.

11. SCALE OF CANCELLATION CHARGES

Period before departure within which written cancellation of holiday is received.	Amount of cancellation charge as a %:
More than 56 days	Deposit
55 - 49 days	30% - or deposit, if greater
48 - 22 days	50%
21 - 8 days	70%
7 - 1 days	90%
Departure day or later including voluntary termination whilst on holiday	100%

12. WHAT HAPPENS IF YOU CHANGE MY HOLIDAY?

The arrangements for your holiday will usually have been made many months in advance. Sometimes changes are unavoidable and we reserve the right to make them. Most of these changes are likely to be minor and we will do our best to keep you informed. We will tell you before your booking is confirmed if there have been any changes since the brochure was published. If, after booking and before departure, we make a significant change to your holiday you will have the option of withdrawing from the holiday without penalty or alternatively you may transfer to another holiday without paying an administration fee. In either case we will pay you compensation according to the scale set out below. A significant change would involve a change in departure date/time of more than 12 hours or departure point, location of resort or quality of hotel, (excluding single overnight hotels on touring holidays), a change of mode when crossing the channel or the specification of the coach. On all our holidays to the continent we reserve the right to use either a ferry or the Channel Tunnel for the short crossing between England and France. If you withdraw from the holiday because we have made a significant change or if we have to cancel your holiday for any reason other than non-payment by you we will offer you the choice of: -

- A comparable replacement holiday if available; OR:
- A replacement holiday of lower quality together with a refund of the price difference; OR:
- A full refund of the money you have paid.

When we have notified you of the changes and options available, you must tell us your decision as soon as possible and within any timescale we may need to set bearing in mind the need to safeguard the holiday arrangements of other customers.

13. SCALE OF COMPENSATION

We will pay you compensation for significant changes on the following scale:

Period before departure in which significant change is notified to you or your agent	Amount per person		
	6 days or over	Tours of 4 & 5 days	3 days and under
More than 56 days	Nil	Nil	Nil
29 - 56 days	£10	Nil	Nil
15 - 28 days	£15	£15	£7.50
8 - 14 days	£20	£20	£10
0 - 7 days	£25	£25	£12.50

Payment of compensation according to the scale set out above will not affect your statutory right to claim further compensation if, in all the circumstances, you remain dissatisfied. Compensation will not be paid where the change is made as a result of events beyond our control including war or threat of war, riot, civil strife, terrorist activity, industrial disputes, fire, quarantine, epidemic or health risks, natural or nuclear disasters, port and terminal closures and/or adverse weather conditions. You are entitled, if appropriate to be compensated by Excelsior Tours Ltd for the non performance of the contract except where the package is cancelled because of the number of persons who agreed to take it is less than the minimum number required, and you were informed of the cancellation in writing within the period indicated in the description of the package and/or the package is cancelled by reason of unusual and unforeseeable circumstances beyond our control, the consequences of which would not have been avoided even if all due care has been exercised, including unavoidable technical problems with transport.

If after departure we have to make a change to a significant proportion of your holiday we will do our best to make suitable alternative arrangements at no extra cost to you. If it proves impossible to make suitable alternative arrangements or if you have reasonable grounds for refusing the alternative offered, we will arrange transport back to your point of departure or to an alternative location that we agree to.

14. WHAT IS THE EXTENT OF YOUR LIABILITY?

We accept responsibility if you or any member of your party is killed or injured as a result of an activity forming part of your holiday arrangements which you booked with us before your departure; or if any part of your holiday arrangements booked with us in the UK, is not as described in the brochure or not of a reasonable standard; or if the failure in your holiday arrangements or any death or personal injury is due to any fault on our part or that of our agents or suppliers whilst acting in the course of our employment. We do not accept responsibility if the failure, death or personal injury is not caused by any fault of ours or of our agents or suppliers or is caused by you or someone not connected with your holiday arrangements; or if the failure, death or personal injury is due to unusual or unforeseen circumstances which, even with all due care, we, our agents or suppliers, could not have anticipated or avoided. Where you, or any member of your party, participate in sports or any other activity that involves an element of risk whilst on holiday and this has been arranged completely independently of Excelsior Tours Ltd. It should be understood that participation is at the individuals' own risk and it is their own responsibility to obtain the relevant insurance. For claims that do not involve personal injury, illness or death, the most we will have to pay if we are liable to you is three times the price the person affected paid for their holiday (not including insurance premiums and amendment charges). We will only have to pay this maximum amount if everything has gone wrong and you have received no benefit from your holiday. Excelsior Tours Ltd do not accept any liability for any changes or delays to any form of transportation where this does not form any part of the holiday you have booked with us. If you or any member of your party is killed, injured or becomes ill as a result of transport by ship, train or coach, any liability for which we may have to pay compensation is limited in line with the Athens Convention (applies to transport by ship), the Berne Convention (applies to transport by rail) and the Geneva Convention (applies to transport by road). You can get copies of the relevant conventions from us if you ask. You should also note that these conventions may limit or remove the carrier's liability to you and the amount, which the carrier has to pay you. If we make any payment to you or any member of your party for death, personal injury or illness, you will be asked to assign to us or our insurers the rights you may have to take action against the person or organisation responsible for causing the death, personal injury or illness. Our suppliers (such as accommodation or transport providers) have their own booking conditions or conditions of carriage, and these conditions are binding between you and the supplier. Some of these conditions may limit or remove the relevant transport provider's or other supplier's liability to you. You can get copies of such conditions from our offices, or the offices of the relevant supplier.

15. WHAT DO I NEED TO DO IF I HAVE TO COMPLAIN?

If you have a complaint during your holiday you should tell the supplier or driver/representative at the earliest opportunity so that they can do their utmost to resolve the problem immediately. If they are unable to resolve the problem to your satisfaction you should complete a holiday report form that is available from the driver/rep. You will be given a copy of the report that you should keep. If, on your return from holiday, you remain dissatisfied you should write within 28 days to the Managing Director, Excelsior Tours Ltd, Central Business Park, Bournemouth BH1 3SJ. In your letter you will need to quote your booking reference number, holiday number, departure date and the number of the holiday report form that you completed at the time. If you do not tell us at the earliest opportunity about the problem giving rise to your complaint we cannot take steps to investigate and rectify it. In deciding how to respond to your complaint we will take into account the date you first drew the problem to the attention of our supplier or driver/representative.

16. IF I DO NOT AGREE WITH YOUR DECISION CAN I REQUEST ARBITRATION?

Yes you can. If we cannot resolve your complaint amicably you may request that the dispute is referred to an independent arbitration scheme established by the Confederation of Passenger Transport UK (CPT). Full details of this scheme will be provided on request or you can request a copy from CPT. This arbitration scheme provides a simple and inexpensive method of arbitration on documents along with restricted liability on the customer in respect of costs. This scheme does not apply to claims for an amount greater than £1500 per person. There is also a limit of £7500 per booking. Normally there is a time limit of 9 months from the date of return from your holiday within which to request arbitration but in exceptional circumstances the scheme can be used beyond this date. This scheme does not apply to claims that arise mainly in respect of physical injury or illness or the consequences of any illness or injury.

17. COACH SEATING

There is a seating plan of the coach for each holiday, but it is possible that on occasion operational reasons will require a coach with a different configuration to be used. We therefore reserve the right to alter a coach seating plan and allocate seats other than those you have booked. Requests for particular seats can be made on most holidays when booking but because allocations are made on a first come, first served basis you are recommended to book early. When your booking is confirmed you will be offered the best seats that are available at that time. If you know someone who may want to book later but sit near you please discuss this with the booking clerk at the time you make the booking. Specific seats will not be allocated on coaches which operate feeder services between joining points and main holiday departure points, on coaches which carry transfers to and from seaports or airports on any excursions carried out by a third party.

18. HEALTH AND SAFETY ON HOLIDAY

In some countries, standards of infrastructure, safety and hygiene may be lower than those to which we are accustomed in the UK. You should therefore exercise greater care for your own protection. Further information can be obtained from your GP or