

MUSICA EUROPA BOOKING CONDITIONS – OPERA CLUB

The following booking conditions form the basis of your contract with Musica Europa Limited, 7a Farm Road, Maidenhead, Berkshire, SL6 5HX, company number 12315947. Please read them carefully as they set out our respective rights and obligations. By asking us to confirm your booking, we are entitled to assume that you have had the opportunity to read and have read these booking conditions and agree to them.

Except where otherwise stated, these booking conditions only apply to holiday arrangements which you book with us in the UK and which we agree to make, provide or perform (as applicable) as part of our contract with you.

In these booking conditions, “you” and “your” means all persons named on the booking (including anyone who is added or substituted at a later date) or any of them, as the context requires. “We”, “us” and “our” means Musica Europa. “Party leader” means the first person named on the booking. All references in these booking conditions to “holiday”, “booking”, “contract”, “package”, “tour” or “arrangements” mean such holiday arrangements unless otherwise stated.

Any reference to an EU regulation in these booking conditions should be taken to mean the UK legislation which replaces (or has replaced) that EU regulation and/or any EU regulation which continues to have effect in the UK as a result of being incorporated into UK law (in all cases referred to as ‘retained EU law’). Changes to retained EU law are likely to be made over time. Reference to any EU regulation in these booking conditions is intended to refer to the relevant retained EU law at the applicable time.

The Package Travel and Linked Travel Arrangements Regulations 2018 will apply to your contract. For more information on your rights under these regulations please see the link <https://www.legislation.gov.uk/uksi/2018/634/contents>.

1. Making your booking

To make a booking, the party leader must complete and submit a booking request. The party leader must be at least 18 when the booking is made and is responsible for making all payments due to us. This individual must be authorised to make the booking on the basis of these booking conditions by all persons named on the booking and by their parent or guardian for all party members who are under 18 when the booking is made. By submitting the booking request, the party leader confirms that he or she is so authorised.

It is a condition of our accepting your booking that you are covered by appropriate and adequate insurance which should be in effect when you make the booking. See clause 8 on the subject of insurance.

Subject to the availability of your chosen arrangements and payment of the applicable deposit, we will confirm your tour by issuing a confirmation invoice. This invoice will be sent to the party leader. Please check this invoice carefully as soon as you receive it. Contact us immediately if any information which appears on the confirmation or any other document appears to be incorrect or incomplete as it may not be possible to make changes later. We regret we cannot accept any liability if we are not notified of any inaccuracies (for which we are responsible) in any document within 10 days of our sending it out. We will do our best to rectify any mistake notified to us outside these time limits but you must meet any costs involved in doing so.

If you wish to, you may contact us by e-mail for any of the reasons mentioned in these booking conditions (for example, to request an amendment) providing you do so to enquiries@musica-europa.com.

2. Payment

In order to confirm your chosen tour booking, a deposit, which will be confirmed to you at the time of quotation, must be paid within 7 days of receipt of the quotation (or full payment if booking within 8 weeks of departure), your booking will not be confirmed until we receive payment of the applicable deposit.

The balance of the tour cost must be received by us not less than 8 weeks prior to departure. This date will be shown on the confirmation invoice. Reminders are not sent. If we do not receive all payments due (including any surcharge where applicable) in full and on time, we are entitled to assume that you wish to cancel your booking. In this case, we will be entitled to keep all deposits paid or due at that date. If we do not cancel straight away because you have promised to make

payment, you must pay the cancellation charges shown in clause 7 depending on the date we reasonably treat your booking as cancelled.

All payments may be paid by cheque or electronic transfer. If for any reason a cheque is returned unpaid by the issuing bank or has been represented or an electronic transfer is cancelled a charge of £25 will be levied to cover bank and administration charges.

3. Your contract

A binding contract between us comes into existence when we issue our confirmation invoice to the party leader.

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 (and whether or not involving any personal injury) must be dealt with by the 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 claim governed by the law of Scotland/Northern Ireland as applicable (but if you do not so choose, English law will apply).

4. The cost of the trip

Please note, changes and errors occasionally occur. You must check the price of your tour and what it includes at the time of booking.

We reserve the right to increase or decrease the prices of unsold holidays at any time. We also reserve the right to make changes to and correct errors in advertised prices at any time before your tour is confirmed. We will advise you of any error of which we are aware and of the then applicable price at the time of booking.

Once the price of your chosen tour has been confirmed at the time of booking, we will only increase or decrease the price in the following circumstances. Price increases after booking will be passed on by way of a surcharge. A surcharge will be payable, subject to the conditions set out in this clause, if our costs increase as a direct consequence of a change in (i) the price of the carriage of passengers resulting from the cost of fuel or other power sources or (ii) the level of taxes or fees on the travel services included in the contract imposed by third parties not directly involved in the performance of the tour including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports or (iii) the exchange rates relevant to the tour.

You will also be entitled to a price reduction where there is a decrease in our costs as a result of a decrease in the costs referred to in this paragraph which occurs between confirmation of your booking and the start of your tour.

You will be charged for, any increase equivalent to 8% of the price of your holiday arrangements, which excludes insurance premiums and any amendment charges. If any surcharge is greater than 8% of the total holiday cost, clause 9 will apply on the basis the surcharge is a significant change. You will be notified of any price increase or reduction applied in accordance with this clause together with the justification for and calculation of this not less than 20 days before departure. Where a reduction is applicable, we are entitled to deduct our administrative expenses from the refund. Any surcharge must be paid with the balance of the holiday cost or within 14 days of the issue date printed on the invoice, whichever is the later.

Arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your holiday due to contractual and other protection in place.

5. Special requests and medical conditions / disabilities / reduced mobility / allergies / special dietary requirements

If you have any special request, you should advise us in writing at the time of booking. Although we will endeavour to pass any reasonable requests on to the relevant supplier, we regret we cannot guarantee any request will be met. Failure to meet any special request will not be a breach of contract on our part. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met. All special requests are subject to availability and we

cannot guarantee that your special request will be met. Unless and until specifically confirmed, all special requests are subject to availability. For your own protection, you should obtain confirmation in writing that a special request will be complied with (where it is possible to give this) if it is important to you. Any special request which we have accepted will be specifically confirmed as accepted on your confirmation invoice.

Tours may not be suitable for people with certain disabilities, medical conditions or significantly reduced mobility. Before you make your booking, we will advise you as to whether the proposed holiday arrangements are generally suitable for someone with reduced mobility. However, reduced mobility of course means different things to different individuals as we fully appreciate that individual capabilities, restrictions and requirements are likely to vary considerably. When we refer to reduced mobility, this means any material reduction in mobility whether this is permanent or temporary and whether caused by age or by physical or mental disability or impairment or other cause of disability.

Should you suffer from any medical condition, disability, significant reduction in mobility or significant allergy which may affect your tour (including any which affect the booking process) or have any special requirements as a result, please tell us before you confirm your booking so that we can assist you in considering the suitability of the arrangements and/or making the booking. In any event, you must give us full details in writing at the time of booking and whenever any material change in your condition, disability or mobility occurs. You must also promptly advise us if any medical condition, disability, reduced mobility or significant allergy which may affect your holiday develops after your booking has been confirmed.

If you do not give us details at the time of booking about your needs and we cannot accommodate you, we will cancel your holiday and cancellation charges will apply.

We will advise our suppliers of any allergy information you provide us with. However, you must take appropriate precautions to protect yourself whilst on holiday. Without limitation, it is your responsibility to ensure that any food you are intending to consume does not include anything to which you are allergic at the time you order or purchase this.

6. Changes by you

Should you wish to make any changes to your confirmed tour, you must notify us in writing as soon as possible. Whilst we will endeavour to assist, we cannot guarantee we will be able to meet any such request. Where we can any costs or charges incurred or imposed by any of our suppliers will be payable by you. A change of tour dates will normally be treated as a cancellation of the original booking and rebooking in which case cancellation charges will apply. Changes may result in the recalculation of the tour price where, for example, the basis on which the price of the original tour was calculated has changed.

You may transfer your booking or your place on the booking to someone else (introduced by you) without payment of our cancellation charges providing the request for the transfer is made in writing not less than 7 days before departure. The person(s) to whom you wish to make the transfer must also satisfy all conditions which form part of your contract with us. Requests for transfer must be accompanied by the name and other applicable details of the replacement person(s). Where a transfer to a person of your choice can be made, all costs and charges incurred or imposed by any of our suppliers must be paid before the transfer can be effected.

As certain arrangements cannot be changed after a reservation has been made (such as flights), name changes, other alterations and cancellation affecting these services are likely to incur a 100% cancellation charge and the applicable cost of rebooking the service. The rebooking will always be subject to availability and to the payment of the full cost of the new arrangements.

7. Cancellation by you

You may cancel your confirmed booking at any time before departure. You may also transfer your booking as referred to in clause 6. If you want to cancel your booking after we have confirmed it, you must do so by e-mail or by posting or hand delivering written notice of cancellation to us. Your notice of cancellation will only be effective when it is received in writing by us at our offices. We will ask you to pay cancellation charges on the scale shown below based on your original booking departure date.

In calculating these cancellation charges, we have taken account of possible cost savings, including the refund of airline passenger duty, and the generation of income from other bookings which may be able to utilise cancelled services to the

extent this is likely to be achievable. Cancellation charges are calculated on the basis of the total cost payable by the person(s) cancelling, excluding insurance premiums and any amendment charges (which are not refundable in the event of cancellation).

Period before departure within which written notification of cancellation is received by us	Cancellation charge
43 days or more	Loss of deposit*
42 – 29 days	60%
28-15 days	80%
14 days or less	100%

*If the deposit does not cover payments made to third parties you will be asked to pay any additional costs and expenses over and above this sum.

Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) from your insurer. Claims must be made directly to the insurance company concerned after you have paid the applicable cancellation charge to us.

Where any cancellation reduces the number of full paying party members below the number on which the price and/or any concessions agreed for your booking were based, we will recalculate these items and re-invoice you accordingly.

We will not make any refunds in respect of any unused element of your holiday, including but not restricted to, accommodation, flights or transfers.

8. Insurance

It is a condition of our acceptance of your booking that you obtain appropriate travel insurance. This insurance must include cover for (i) cancellation or curtailment of your holiday as a result of circumstances outside your control (including accident or illness and inability to travel for other reasons), (ii) personal accident, (iii) personal liability, (iv) medical expenses and repatriation in the event of medical need (v) cover for costs and liability arising from any specific activity you intend to participate in. Please note, it is your sole responsibility to ensure that the travel insurance purchased is suitable for your particular needs, including without limitation, in respect of any pre-existing medical condition (which must be disclosed to the insurer prior to purchasing the policy.) Please read your policy details carefully and take them with you on holiday.

Please be aware that any advice against non-essential international travel (including as a result of the coronavirus pandemic) issued by the UK Foreign, Commonwealth and Development Office (or equivalent authorities outside the UK for citizens of those countries) may have an impact on your travel insurance. You must check the policy terms prior to purchasing your insurance.

9. Changes and cancellation by us

(1) Changes to confirmed bookings sometimes have to be made and we reserve the right to do so in accordance with this clause 9. Most changes will be insignificant and we have the right to make these. Where an insignificant change is made before departure, we will notify you in writing. No compensation is payable for insignificant changes. Occasionally, before departure, we may be constrained by circumstances beyond our control to make a significant alteration to any of the main characteristics of the travel services which form part of your confirmed booking or to any special requirements which we have accepted as referred to in clause 5. Where we have to do so, clauses 9(4) and 9(5) will apply.

(2) All alterations which are not significant in accordance with clause 9(1) will be treated as insignificant changes. Carriers such as airlines may be subject to change. Any such change will not be significant. A change of flight time of less than 12

hours, airline, departure airport between London (Gatwick, Heathrow, Luton, Stansted or London City) or regional airports, type of aircraft (if advised), destination airport, itinerary or accommodation to another of a similar standard and with similar facilities will also all be treated as insignificant changes. In booking one of our tours, you are taken to have agreed that the itinerary is not contractually binding and that while we will endeavour to provide this, changes may be made.

(3) All group holidays require a minimum number of bookings to enable us to operate them and we reserve the right to cancel any such holiday where this minimum number is not achieved. Failure to achieve this minimum number does not, however, oblige us to cancel. We will notify you of cancellation for this reason not later than 20 days before departure.

(4) In the event we have to significantly alter any of the main characteristics of your confirmed arrangements or accepted special requirements, we will provide you with the following information in writing as soon as possible: (i) the proposed alteration and any impact this has on the price; (ii) in the event that you do not wish to accept the alteration, details of any alternative holiday arrangements we are able to offer (including the applicable price); (iii) your entitlement to cancel your booking and receive a full refund if you do not want to accept the alteration or any alternative holiday arrangements offered; and (iv) the period within which you must inform us of your decision and what will happen if you don't do so.

(5) If you choose to cancel your booking in accordance with clause 9(4), we will refund all payments you have made to us (less insurance premiums and any amendment charges which are always not refundable in the event of cancellation) and within 14 days of the date the cancellation takes effect and terminates your contract (which is usually the date we send you a cancellation invoice following receipt of your written cancellation notification). If we don't hear from you with your decision within the specified period (having provided you with the above-mentioned information for a second time), we will cancel your booking and refund all payments made to us within 14 days of the effective date of cancellation (see above). No compensation will be payable or other liability accepted where a change results from unavoidable and extraordinary circumstances (see clause 10).

(6) Occasionally, it may be necessary to cancel a confirmed booking. We have the right to terminate your contract in the event (i) we are prevented from performing your contracted holiday arrangements as a result of unavoidable and extraordinary circumstances (see clause 10) and we notify you of this as soon as reasonably possible or (ii) (where applicable) we have to cancel because the minimum number of bookings necessary for us to operate your group holiday has not been achieved and we notify you of cancellation for this reason as referred to in clause 9(3). Where we have to cancel your booking in these circumstances, we will refund all monies you have paid to us for your booking within 14 days of the effective date of cancellation (see clause 9(5)) but will have no further or other liability to you including in respect of compensation or any costs or expenses you incur or have incurred as a result, including without limitation any payments in relation to travel insurance premiums. We will of course endeavour to offer you alternative holiday arrangements where possible which you may choose to book (at the applicable price) in place of those cancelled. We also have the right to cancel if you fail to make payment in accordance with the terms of your contract in which case clause 7 will apply.

(7) Please note, a full refund entitlement only arises where we are prevented from performing your contracted holiday arrangements as a result of unavoidable and extraordinary circumstances in accordance with clause 9(6) and we exercise our right to cancel as a result. Without limitation, you will not be entitled to a full refund and cancellation charges are likely to apply where such circumstances affect your ability to travel on your holiday rather than our ability to perform or provide the contracted arrangements. This may be the case, for example, where measures applied by the UK or any other government or public authorities mean you are unable to leave your home/local area and/or travel to or gain entry into the country(ies) where your holiday is due to take place. The issue of advice or recommendations against travel by public authorities (such as the UK Foreign, Commonwealth and Development Office) does not automatically mean we are prevented from performing your holiday arrangements but may instead affect your ability to travel. Any obligation to quarantine or self-isolate on your return to your country of residence does not affect our ability to provide your holiday and will not entitle you to cancel without paying our usual cancellation charges.

(8) In the event that unavoidable and extraordinary circumstances (see clause 10) occur in the place of destination of your holiday or its immediate vicinity and significantly affect the performance of the contracted arrangements or the carriage of passengers to that destination, you will be entitled to cancel prior to departure without payment of cancellation charges and receive a full refund of all monies you have paid to us for your booking (except for any previously incurred cancellation or amendment charges and travel insurance premiums). Where applicable, you must notify us of your wish to cancel for this reason in writing. Providing we are in agreement that you are entitled to do so in accordance with this clause, we will send you a cancellation invoice to confirm the cancellation. Any refund then due will be paid in accordance with clause 9(5)

above. We will notify you as soon as practicable should this situation occur. You will not be entitled to any compensation. Please note, certain situations arising from or in connection with the covid-19 pandemic may constitute unavoidable and extraordinary circumstances. However, this does not mean they will entitle you to cancel and receive a full refund as set out in this clause or in regulation 12(7) of the Package Travel and Linked Travel Arrangements Regulations 2018.

10. Unavoidable and Extraordinary Circumstances

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by, or you otherwise suffer any damage, loss or expense of any nature as a result of, unavoidable and extraordinary circumstances. In these booking conditions, unavoidable and extraordinary circumstances means a situation which is beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Such situations are likely to include (whether actual or threatened) war, riot, civil strife, terrorist activity, industrial dispute, natural disaster, adverse weather conditions, fire, flood, an outbreak of a serious illness at your holiday destination, closure, restriction or congestion of airports, other transport hubs or airspace, flight restrictions imposed by any regulatory authority or other third party and volcanic activity. Unavoidable and extraordinary circumstances also include the covid-19 pandemic and its impact on travel. When we refer to the covid-19 pandemic in these booking conditions, we mean the pandemic resulting from the illness or disease caused by the novel coronavirus which is now called severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) and any mutations or variants of the same and/or any other coronavirus (and its mutations and variants) which is treated as part of the same pandemic and/or another pandemic however described.

11. Our Liability to you

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

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

- the act(s) and/or omission(s) of the person(s) affected; 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
- unavoidable and extraordinary circumstances as defined in clause 10 above.

(3) 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 in our brochure or on our website and we have not agreed to arrange them as part of our contract and any excursion or activities you purchase during your holiday. Please also see clause 16 "Excursions, activities and general area information". 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.

(4) The promises we make to you about the services we have agreed to provide or arrange as part of our contract, and the laws and applicable standards of the country in which your claim occurred, will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which give rise to the claim were provided in

compliance with the applicable local laws and standards, 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 standards of the UK which would have applied had those services been provided in the UK. The exception to this is where the claim concerns the absence of a safety feature which might lead a reasonable holidaymaker 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 11(1). We do not make any representation or commitment that all services will comply with applicable local laws and standards and failure to comply does not automatically mean we have not exercised reasonable skill and care.

(5) Except as set out in clause 11(6) or as otherwise permitted by English law, we do not limit the amount of damages you are entitled to claim in respect of personal injury or death which we or our employees have caused intentionally or negligently. For all other claims, if we are found liable to you on any basis, the maximum amount we will have to pay you is three times the total holiday cost (excluding any 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 11(6). This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your holiday.

(6) Where any claim concerns or is based on any travel arrangements (including without limitation, 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 where we have arranged that travel as part of our contract, our liability (including the maximum amount of compensation we will have to pay you, the types of claim and the circumstances in which damages / compensation will be payable) will be limited as if we were the carrier in question as referred to in this clause 11(6). The most we will have to pay you for that claim if we are found liable to you on any basis is the most the carrier concerned would have to pay you under the applicable international convention(s) or EU regulation(s). Such conventions and regulations include the Warsaw Convention as amended or unamended, the Montreal Convention for the Unification of Certain Rules for International Carriage by Air 1999 and for airlines with an operating licence granted by an EU country, the Regulation (EC) No 889/2002 on air carrier liability in the event of accidents, the Athens Convention relating to the carriage of passengers and their luggage by sea 1974 (as amended by the 2002 protocol), and Regulation (EC) No 392/2009 on the liability of carriers of passengers by sea in the event of accidents, the Convention on Limitation of Liability for Maritime Claims as amended by the 1996 protocol and the Convention of 1980 concerning International Travel by Rail (COTIF) as amended and Regulation (EC) No 1371/2007 on rail passengers' rights and obligations. You may also have rights under regulation (EU) no 1177/2010 concerning the rights of passengers when travelling by sea and inland waterway or regulation (EC) no 1371/2007 on rail passengers' rights and obligations. Where a carrier would not be obliged to make any payment to you under the applicable international convention or EU regulation (including where any claim is not notified and issued in accordance with the stipulated time limits), we, similarly, are not obliged to make a payment to you for that claim. When making any payment, we will deduct any money which you have received or are entitled to receive from the carrier for the claim in question. Copies of the applicable international conventions and EU regulations are available from us on request. Please note that strict time limits apply for notifying loss, damage or delay of luggage to the airline or ferry / cruise operator. Any proceedings in respect of any claim (including one for personal injury or death) must be brought within 2 years of the date stipulated in the applicable convention or EU regulation.

(7) We cannot accept any liability for any damage, loss, expense or other sum(s) of any nature or description which (a) 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 (b) 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 or (c) relates to any business (including without limitation, loss of self-employed earnings).

12. Complaints and claims procedure

In the unlikely event you have any reason to complain or may have a basis for making a claim in respect of any aspect of the tour arrangements, you must immediately inform our local representative or agent (if we have one) and the supplier of the service(s) in question. The issue can then be promptly investigated and, where appropriate, steps taken to resolve the situation. Any verbal notification must be put in writing and given to our representative / agent and the supplier as soon as possible. If we do not have or you cannot contact our local representative or agent and/or the situation is not resolved to your satisfaction within a reasonable time, you must contact us in the UK as soon as possible. You will be provided with contact details to enable you to do so before you go on tour. Until we know about a complaint or problem, we cannot begin to resolve it. Most issues can be dealt with quickly.

In the event a complaint or problem is not resolved to your satisfaction locally and you wish to pursue the matter, you should contact us in writing with full details within 28 days of your return from the tour.

For all complaints and claims which do not involve death, personal injury or illness, we regret we cannot accept liability if you fail to notify the complaint or claim entirely in accordance with this clause.

If despite all reasonable efforts and having followed the complaints procedure you feel that your concerns have not been satisfactorily settled you can refer the matter for arbitration under the ABTOT Travel Industry Arbitration Service. An Independent Arbitrator will review the documents relating to any complaint and deliver a binding decision to bring the matter to a close. Details of this scheme are available from ABTOT, 86 Jermyn Street, London, SW1Y 6JD. This scheme cannot decide in cases where the sums claimed exceed £5,000 per person or £10,000 per booking form, or for claims which are solely or mainly in respect of physical injury or illness or the consequence thereof.

13. Assistance whilst you are on holiday

In the event you end up in difficulty (of any sort) during your holiday, we will provide you with appropriate assistance as soon as reasonably possible including by the provision of appropriate information on health services, local authorities and consular assistance and by assisting you to make distance communications and to find alternative travel arrangements as may be applicable. Where you are in difficulty as a result of your negligence, we may charge you a reasonable fee for this assistance which will not exceed the costs we actually incur.

14. Behaviour and damage

When you book with us, you accept responsibility for any damage or loss caused by you or any member of your party. 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 insurance to protect you if this situation arises.

We expect all guests to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of any other person in authority, they 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 tour of the person(s) concerned. In this situation, the person(s) concerned will be required to cease all use of the tour services including leaving any accommodation. 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, costs or loss incurred as a result of the termination.

15. Conditions of suppliers.

Many of the services which make up your tour are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable international conventions or EU regulations (see clause 11(6)). Copies of the relevant parts of these terms and conditions and of the international conventions / EU regulations are available on request from ourselves or the supplier concerned.

In making your booking you agree to be bound by such third party terms and conditions.

16. Excursions, activities and general area information

We may provide you with information (before departure and/or when the group is on the tour) about activities and excursions which are available in the area you are visiting. We have no involvement in any such activities or excursions which are not operated, supervised, controlled or endorsed in any way by us. They are provided by local operators or other third parties who are entirely independent of us. They do not form any part of your contract with us even where we suggest particular operators/other third parties and/or assist you in booking such activities or excursions in any way. We cannot accept any liability on any basis in relation to such activities or excursions and the acceptance of liability contained

in clause 11(1) of our booking conditions will not apply to them. We do not however exclude liability for the negligence of ourselves or our employees resulting in your death or personal injury.

We cannot guarantee accuracy at all times of information given in relation to such activities or excursions or about the area you are visiting generally or that any particular excursion or activity which does not form part of our contract will take place as these services are not under our control. If you feel that any of the activities or excursions referred to in our brochure, on our website and in our other advertising material which are not part of our contract are vital to the enjoyment of your tour, write to us immediately and we will tell you the latest known situation. If we become aware of any material alterations to area information and/or such outside activities or excursions which can reasonably be expected to affect your decision to book a tour with us, we will pass on this information at the time of booking.

17. Passports, visas and health requirements

It is your responsibility to meet all applicable entry and other requirements of your destination country (ies) as well as those applicable on your return home. You must ensure that all your travel documents (physical and electronic), including your passport, visas / visa waivers, evidence of covid-19 vaccination and/or negative test, evidence of any other health related requirement and currency are in order, meet all applicable requirements and are valid for travel. All costs incurred in meeting all requirements applicable to your holiday must be paid by you. If you attempt to travel without fully complying with all requirements, you are likely to be refused boarding on your flight or other transport or entry into your destination country. We cannot accept any liability and cancellation charges will apply (as set out in clause 7) if you are refused entry onto any transport or into any country, or decide not to travel, due to failure (or inability) on your part to obtain and carry all required documentation or to otherwise comply with all applicable requirements.

The passport and visa requirements applicable to the holidays we offer are shown on the FCDO website <https://www.gov.uk/foreign-travel-advice>. You must check entry and other official requirements for all countries to or through which you are travelling as well as any requirements applicable on your return to your home country, at the time of booking, and in good time before, and close to departure. Requirements may change and travel restrictions may be imposed (which could be at no or very short notice prior to departure). You must also keep up to date with this information while you are away.

A British passport would usually take approximately 3 to 6 weeks to obtain but may take longer. If any member of your party (who is a British citizen) is 16 or over and hasn't got or previously held a British passport, even more time needs to be allowed as the UK Passport Service has to confirm your identity before issuing your first passport. If any person on the booking is not a British citizen or holds a non British passport, you must check the applicable passport and visa requirements with the embassy or consulate of the country (ies) to or through which you are intending to travel. Please ensure that you check the latest position on applying for or renewing a passport at the earliest opportunity.

During 2023, the European Travel Information and Authorisation System (ETIAS) will become effective. In order to travel to or within the Schengen Zone (which is currently 26 EU member states), all non-EU passport holders will require an electronic travel authorisation unless you need a visa. An ETIAS travel authorisation is a visa waiver and, once granted, is valid for 3 years or until your passport expires. It can only be applied for online and a fee will be payable unless an exemption applies. An ETIAS travel authorisation will be required regardless of the length of your visit. If you are unable to travel on your tour because you have not obtained an ETIAS travel authorisation, cancellation charges will apply. For more information, see www.etiasvisa.com

Details of any compulsory health requirements applicable to your holiday appear on the weblink below for the National Travel Health Network and Centre. It is your responsibility to ensure you obtain details of and comply with all recommended and required vaccinations, health precautions and other health related in good time before departure. You must also keep up to date with the latest information. Details are available from your GP surgery, local travel clinic and the National Travel Health Network and Centre <http://travelhealthpro.org.uk/>. Vaccination and other health requirements/recommendations are subject to change at any time for any destination, including at short or no notice. Please therefore check with a doctor or clinic or other reliable source of information not less than 6 weeks prior to departure and also closer to departure to ensure that you are aware of and can meet the necessary requirements and have the latest information.

Existing issued EHIC (European Health Insurance Cards) remain valid until they expire even though the UK has left the EU. When your EHIC expires, or if you have not had an EHIC, you can apply for a GHIC (Global Health Insurance Card) providing you are eligible for one. A GHIC provides the same cover as an EHIC. Certain individuals may also be able to apply for a UK issued EHIC after 31 December 2020. EHIC and GHIC are free to apply for. However, both EHIC and GHIC provide only limited access to healthcare whilst you are outside the UK which also varies from country to country. They also provide no cover in the event that you require medical repatriation to the UK. Neither an EHIC nor a GHIC offer comparable protection to travel insurance and are not a substitute for travel insurance. Accordingly, you must purchase appropriate travel insurance. For more information, visit <https://www.nhs.uk/using-the-nhs/healthcare-abroad/apply-for-a-free-uk-global-health-insurance-card-ghic/>

Please be aware that there may be enhanced screening/monitoring at exit and entry points both in the UK and overseas. In order to gain entry to your overseas destination(s) and/or return to the UK, you may be required to provide proof of the required number of covid-19 vaccinations (which may include any recommended booster(s)) and/or a negative covid-19 test result prior to being allowed to board your flight or other transport or enter the country. It is your responsibility to ensure that your covid-19 vaccination status and documentation meets the applicable local requirements of your destination country(ies) including, without limitation, in respect of the number of vaccination doses you have received, the time interval between and since the last of these and the means by which this is to be proved. Vaccination requirements vary in different parts of the world including in respect of children. Where required, covid-19 tests must be taken within a short time (which may be within 24 hours) of travel. There are strict requirements in respect of the tests and test providers which can be used and the information which must be provided for these purposes. If you are unable to travel due to a positive covid-19 test pre-departure, we will endeavour to assist in postponing or re-arranging your trip but the usual cancellation or amendment charges will be applicable.

In the event that you have not received any compulsory vaccination, you may be unable to enter your destination country(ies) or to access certain services and may encounter other difficulties. You will not be entitled to cancel (without payment of cancellation charges) or receive any refund and we will not have any responsibility for any costs or expenses you suffer as a result in any such situation.

In certain situations and when arriving from certain countries, you may be required to self-isolate or quarantine for a set period on arrival. There may also be other entry requirements such as completion of an on-line form pre-departure, proof of travel insurance including covid-19 cover and downloading a local contact tracing app. Your previous travel history outside your home country may also impact on your ability to gain entry to your destination country.

It is the responsibility of the person who makes the booking to ensure that all persons travelling are in possession of all necessary travel and health documents before departure. If failure to have any necessary travel or other documents results in fines, surcharges, other financial penalty, costs or expenses being incurred by us, you will be responsible for reimbursing us accordingly.

18. Foreign Office Advice

The UK Foreign and Commonwealth Office publishes regularly updated travel information on its website www.gov.uk/foreign-travel-advice and <https://travelaware.campaign.gov.uk> which you are strongly recommended to consult before booking and in good time before departure. Up to date UK border control measures are available at www.gov.uk/uk-border-control

19. Financial security, ATOL and ABTOT

We hold an Air Travel Organiser's Licence issued by the Civil Aviation Authority (ATOL number 12418). All flights and flight inclusive holidays we offer are financially protected by the ATOL scheme. When you buy an ATOL protected flight or flight inclusive package 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 re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

The Civil Aviation Authority can be contacted at Aviation House, Beehive Ringroad, Crawley, West Sussex, RH6 0YR, UK tel +44 (0)333 103 6350, www.caa.co.uk

In the event of our insolvency we, or any appointed insolvency practitioner, may disclose your personal information to the CAA, and/or any insurers so that they can assess the status of your booking and advise you on the appropriate course of action under any scheme of financial protection. The CAA's General Privacy Notice is at <https://www.caa.co.uk/Our-work/About-us/General-privacy-notice/>

Please note: Not all holiday or travel services offered and sold by us will be protected by the ATOL scheme *The air inclusive holidays and flights 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.

The Association of Bonded Travel Organisers Trust Limited (ABTOT) provides financial protection under The Package Travel and Linked Travel Arrangements Regulations 2018 for Musica Europa Limited (membership number 5470), and in the event of their insolvency, protection is provided for:

Non-flight packages

ABTOT cover provides for a refund in the event you have not yet travelled or repatriation if transportation was included in your package. Please note that bookings made outside the UK are only protected by ABTOT when purchased directly with Musica Europa Limited.

In the unlikely event that you require assistance whilst abroad due to our financial failure, please call our 24/7 helpline on 01702 811397 and advise you are a customer of an ABTOT protected travel company.

You can access The Package Travel and Linked Travel Arrangements Regulations 2018 here: <https://www.legislation.gov.uk/uksi/2018/634/contents>

For further information visit the ABTOT website at www.abtot.com.

20. Flights

In accordance with EU regulation (EC) No 2111/2005 as incorporated into UK law and amended, we are required to bring to your attention the existence of a UK Air Safety List which contains details of air carriers who are subject to an operating ban in the UK. The UK Air Safety List (which is updated from time to time) can be found on the UK CAA's website www.caa.co.uk.

We will advise you of the actual carrier(s) (or, if the actual carrier(s) is not known, the likely carrier(s)) that will operate your flight(s) at the time of booking. Where we are only able to inform you of the likely carrier(s) at the time of booking, we will advise you of the identity of the actual carrier(s) as soon as we become aware of this. Any change to the operating carrier(s) after your booking has been confirmed will be notified to you as soon as possible.

If the carrier with whom you have a confirmed reservation becomes subject to a UK operating ban and we/ the carrier are unable to offer you a suitable alternative the provisions of clause 9 "Changes and cancellation by us" will apply. 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.

Specific instructions relating to departure and travel arrangements will be sent with your air or other travel tickets approximately 2 weeks before departure. You must check your documents very carefully immediately on receipt to ensure you have the correct flight times and other up to date travel information. It is possible that flight times may be changed even after documents have been despatched. We will contact you as soon as possible if this occurs.

Any change in the identity of the carrier, flight timings, and/or aircraft type (if advised) will not entitle you to cancel or change to other arrangements without paying our normal charges except where specified in these conditions.

22. Delay and Denied Boarding Regulations

In the event of any flight delay or cancellation at your UK or overseas point of departure, the airline is responsible for providing such assistance as is legally required by the Denied Boarding Regulations (see below). The ferry, tunnel or rail operator is similarly responsible in relation to any delayed or cancelled sea crossing or international rail departure. Except where otherwise stated in our brochure or on our website, we regret we cannot provide any assistance in such circumstances other than information and advice to the extent we are in a position to do so.

We cannot accept liability for any delay which is due to any of the reasons set out in clause 11(2) of these Booking Conditions (which includes the behaviour of any passenger(s) on the flight who, for example, fails to check in or board on time). In addition, we will not be liable for any delay unless it has a significant effect on your holiday arrangements.

If your flight is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline, depending on the circumstances (including the airport of departure and/or return of the flight and whether you are flying with a UK or EU airline), 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 Regulation EC 261/2004 (as amended by The Air Passenger Rights and Air Travel Organisers' Licensing (Amendment)(EU Exit) Regulations 2019 ('UK Denied Boarding Regulations')). You must pursue the airline for the compensation or other payment due to you. 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 and/or any other payment due to you where applicable. 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. We have no liability to make any payment to you in relation to the UK Denied Boarding Regulations or in respect of any flight cancellation or delay, downgrading of any flight ticket or denial of any boarding as the full amount of your entitlement to any compensation or other payment (as dealt with above) is covered by the airline's obligations under the UK Denied Boarding Regulations. If, for any reason, we make any payment to you or a third party which the airline is responsible for in accordance with the UK 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 its obligations under the UK Denied Boarding Regulations, where applicable, you may use the CAA Passenger Advice and Complaints Service. See www.caa.co.uk/passengers/resolving-travel-problems for further details.

23. Brochure / website / advertising material accuracy

The information contained on our website and in our other advertising material is believed to be correct to the best of our knowledge at the time of printing or publication. However, errors may occasionally occur and information may subsequently change. You must therefore ensure you check all details of your chosen tour (including the price) with us at the time of booking.

24. Safety standards

Please note, it is the requirements and standards of the country in which any services which make up your tour are provided which apply to those services and not those of the UK. As a general rule, these requirements and standards will not be the same as the UK and may sometimes be lower.