

BOOKING CONDITIONS FOR IN STYLE TRAVEL LLP TRADING AS OPERA IN STYLE

Bookings with In Style Travel LLP are accepted only in accordance with the terms and conditions set out below. We are In Style Travel LLP, trading as Opera in Style, registered as a limited liability partnership No. OC318408. Our registered offices are: The Heights, 59-65, Lowlands Road, Harrow HA1 3AW. In Style Travel holds an ATOL number 9256 issued by the Civil Aviation Authority, which provides for your protection in the unlikely event of In Style Travel's insolvency.

YOUR FINANCIAL PROTECTION

When you buy an ATOL protected air holiday package and/or flights from us you will receive a Confirmation Invoice from us (or via our authorised agent through which you booked) confirming your arrangements and your protection under our Air Travel Organiser's Licence number 9256. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking. For further information visit the ATOL website at www.atol.org.uk. The price of our air holiday packages includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices.

1. BOOKINGS & PAYMENTS FOR YOUR HOLIDAY

A provisional reservation may be made by telephone. This can either be confirmed by card payment at that time, or will be held for up to 3 days, pending receipt of your deposit. Details of the applicable deposit are shown on the tour page on the website or in the brochure. Deposits reflect our commitment to contracted performance tickets and airline bookings.

The contract between us comes into existence when we send out our confirmation invoice which confirms your booking. You have undertaken to pay for the holiday you have booked and we have undertaken to provide you with the holiday we describe in the brochure or on our website. If you make a booking on behalf of others as well as yourself, we shall assume you have the authority of each of those other people to enter into that contract and that you and they have agreed to be jointly and severally liable to us. If we are unable to accept your booking, we will return your payment to you immediately. The balance payment is due 10 weeks (70 days) before departure (or as specified at the time of booking). We will send you a reminder 11 to 12 weeks prior to departure. If you are making your booking within this period, full payment will be required immediately. Post-dated cheques are not acceptable. In Style Travel reserves the right to cancel any booking for which full payment has not been received 10 weeks before departure, and to levy cancellation charges as set out in clause 5 below.

2 INSURANCE

It is a condition of booking that all travellers be covered by comprehensive travel insurance and do not travel against medical advice. You should organise insurance at the time of booking so as to be covered in case of the ill health of yourself, a close relative or your travelling companion (s). If you require assistance or referral to a licensed travel insurance provider please contact In Style Travel LLP.

3 CHANGES BY YOU. If you wish to make any changes to your holiday arrangements, we will do our best to accommodate you. Any change is subject to availability and also to payment of an administration fee of £30 per person and any associated costs of the change imposed by our suppliers. You should note that an airline in particular may treat a change to a booking as a cancellation and new booking, and therefore charge a 100% cancellation fee.

4 CHANGES BY US. If we have to alter your itinerary, travel or holiday arrangements, any change will be either major or minor. Although it is unlikely that we will have to make any changes to your travel arrangements, we do plan the arrangements many months in advance and as a result we may have to make changes and we reserve the right to do so. Where a change is a minor change, we will, if practical, advise you before departure, but we are not obliged to do so or to pay you compensation. A minor change is any change apart from a major change as defined here. When a change is a major change (and a major change is either an alteration to your flight time by more than 12 hours, a change in standard of accommodation, or a significant change to the performance schedule), we will advise you as soon as is reasonably possible. You will then have the choice of accepting the change, taking an alternative holiday (and where this is of a different price, you or we will refund the difference as appropriate), or withdrawing from the contract and accepting a full refund of all monies paid. In addition, in appropriate cases, we will pay compensation commensurate with the inconvenience suffered (on the assumption that the full balance has been paid).

Opera-goers will appreciate that performances and casts can be changed without notice. Fortunately, this is a very rare occurrence but, nevertheless, very disappointing. Every effort will be made by In Style Travel to obtain details of any changes and pass these on to you. This information is based on details supplied by theatres and opera houses and we cannot guarantee its accuracy. The non-appearance of an artist or change to a programme is entirely outside our control and as such cannot constitute reason enough to cancel the tour or provide compensation to those booking on a tour.

In the unlikely event that we become unable to provide a significant proportion of your trip after you depart, we will make alternative arrangements for you to continue the trip at no extra charge, or, if this is impossible, or you do not accept these alternative arrangements for a good reason, we will provide you with transport back to your point of departure. In addition, if appropriate, we will pay you compensation of an amount which is reasonable taking into account all the circumstances. Compensation will not be considered appropriate, for example, in cases where a major change has to be made as a result of force majeure.

5 IF YOU HAVE TO CANCEL your booking, or if any member of your party on whose behalf you have booked has to cancel their booking, we must be informed in a letter/fax/email from the person who made the booking. The cancellation only takes effect from the date at which the notification reaches our office. In this case, whatever the reason for cancellation, your deposit and any insurance premium paid to In Style Travel LLP would be forfeit. A charge will be made which varies with the amount of time between In Style Travel receiving your written cancellation and the tour departure date. The charges made are as follows:

Up to 70 days prior to departure: Deposit & Performance tickets

69 - 42 days prior to departure: 75% of tour cost

41 – 31 days prior to departure: 90% of tour cost

Less than 30 days before departure: 100% of tour cost

(If the reasons for your cancellation are covered by your insurance policy, you will of course be able to claim under it.)

6 TRANSFER OF BOOKINGS

If you are unavoidably prevented from taking your holiday you may, provided that this is not less than 42 days before departure, find another person to take your place. This right of transfer is subject to a fee of £40 per person (plus appropriate holiday insurance premium, if applicable). You, as transferor of the holiday, and the transferee shall be jointly and separately liable to In Style Travel for the payment of the balance due, together with all additional charges of whatever sort imposed by the suppliers providing the component parts of your holiday.

7 IF IN STYLE TRAVEL HAS TO CANCEL your holiday before the date of departure, you will have the choice of taking an alternative holiday (and where this is of a different price you or we will refund the difference as appropriate) or accepting the full refund of all monies paid. In addition, in appropriate cases, and where such cancellation is not due to under booking or force majeure as defined below, we will pay you compensation commensurate with your inconvenience. Under booking is the situation in which the minimum number of bookings required to run a tour is not met. Force majeure is unusual and unforeseeable circumstances beyond our control, the consequences of which neither we nor our suppliers could avoid, examples of which are war or threat of war, riots, civil strife, terrorist activity, industrial disputes, natural or nuclear disaster, fire or adverse weather conditions, level of water in rivers or other similar events beyond the control of In Style Travel LLP.

8 PASSPORTS AND VISAS

All travellers are responsible for ensuring that they have a valid machine-readable passport (NB some countries require a passport valid up to six months after departure from that country). We will advise British citizens if a visa is required. A visa might not be issued if the passport is valid for less than six months after the date of your return. It is therefore very important to check and renew your passport in good time. Please note that visas are not always included in the tour cost. If you are not a British citizen you are requested to make sure that you have the relevant documentation. Please contact the embassy concerned. All passports, visas, travel insurance and health certificate requirements are your responsibility. In Style Travel LLP accepts no responsibility for any delay or expense incurred through any irregularity in your documents.

9 COMPLAINTS in respect of matters arising during the holiday must be reported to staff immediately so that any problem may be remedied on the spot. Our priority is to give you an enjoyable holiday, and we strive very hard to do so. However, if our staff are unable to help, and you still have a complaint, you should put it in writing at the time. Then send it to the company within 30 days of your return. If you are ill whilst on holiday, you must, in addition to reporting your illness to our representative, consult a local doctor and also consult your GP on return to the UK. Should you then wish to make a claim against us as a result of that illness you must provide us with details of both the local doctor whom you saw, and your GP, together with written authority for us to obtain a medical report from both those doctors.

10 ARBITRATION

If you have a dispute with In Style Travel LLP, which you are unable to resolve, you may refer the matter to the Small Claims Court. In such a case, you should obtain independent legal advice. The process of the small claims court is fully described on www.courtservice.gov.uk.

11 SPECIAL REQUESTS

If you have any special requests, you should inform us of these at the time of booking. We will advise the relevant supplier of such requests but cannot guarantee that they will be met. Furthermore, In Style Travel has no liability to you if such requirements are not met.

12 CLIENT BEHAVIOUR

When you book a holiday with In Style Travel, you accept responsibility for the proper conduct of yourself and your party. In Style Travel reserves the right in its reasonable discretion to terminate your holiday or that of any member of your party whose conduct is disruptive or detrimental to the enjoyment of other clients, or whose conduct may prejudice the reputation of In Style Travel with our suppliers or hotel owners and as such, In Style Travel shall have no further responsibility or liability to you.

13 FITNESS & MOBILITY We are pleased to welcome all kindred spirits who have a love of opera onto our holidays. However, you **must be fit and well to take part** on one of our tours. Many of our programmes involve walking in cities and exploring museums and other monuments. If you have any reservations regarding your fitness for a trip, please telephone and discuss the matter with us. Under no circumstances should you travel if your doctor has or would advise against it. If you are infirm, disabled or unfit in any way it is imperative that you inform In Style Travel so that we may give you advice. Some of our tours may be unsuitable for you. Please consider whether your presence might affect the party so as to impair the enjoyment of other guests. **If you know that you need help, you should bring a helper with you.** In Style Travel reserves the right to refuse to take participants who have not revealed their infirmities or disabilities in advance. Clients' bookings are accepted on the understanding that they appreciate the possible risks inherent and that they undertake the tours features on that basis. Please be realistic! If you have any doubts as to your own physical limitations, then it may be prudent to consider another alternative!

14 BROCHURE ACCURACY

In Style Travel reserves the right to change any of the prices, services or other particulars contained in our brochure or on our website at any time before we enter into a contract with you. If there is any change, we will notify you before you enter into such contract. All information is given in good faith and believed correct at the time of printing. Whilst every effort is made to ensure accuracy, occasional errors do occur and you must therefore check your holiday details carefully.

15 THE PRICE OF THE TOUR

We reserve the right to vary the price of your holiday in relation to changes in transportation costs, including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports or airports, or the exchange rates applied to the particular package. We will not vary the price of your holiday less than 30 days prior to your departure date, but if variations occur before that time, we will absorb or retain an amount up to the first 2% of your invoiced holiday cost. For variations greater than 2%, we will still absorb the first 2% in the case of increases, but will not retain it from refunds. Where a surcharge or refund is payable, there will be an administration fee of £30 per person. If we impose a surcharge, which means paying more than 10% of your holiday price, you will be entitled to cancel your holiday with a full refund of all moneys paid to us except for insurance premium and amendment charges. Should you decide to cancel because of this, you must exercise your right to do so within 14 days of the date of our surcharge invoice.

16 FLIGHTS

There is no guarantee that flights will depart at the time specified, and In Style Travel does not have any liability to you for any delay which may arise. Where such delay does arise, we will use our best endeavours to arrange for the air carrier to provide appropriate meals etc, but we ourselves are not obliged to make any such provision. All passengers using our flight arrangements must use the outbound flight. In some cases a return flight at a later date can be arranged, if this is requested at the time of booking (see para 3 for administration charge for any such changes). The majority of flights we use are scheduled airlines [and occasionally 'no frills' airlines]. In accordance with EU regulations we are required to advise you of the actual carrier operating your flight/connecting flight/transfer.

Customers booking their own flights should refrain from doing so until In Style Travel has confirmed the holiday (at the latest two months before departure) and are responsible for transport to/from the airport.

17 SUPPLIERS' CONDITIONS

Transport and other suppliers have their own booking conditions or conditions of carriage, and you will be bound by these as far as the relevant transport provider is concerned. Some of these conditions may limit or exclude liability on the part of the relevant provider and they are often also subject to international conventions.

18 MEDICAL REQUIREMENTS

Although we will of course advise you about medical requirements for travellers, you should check with your doctor which inoculations or vaccinations they recommend for the country you are visiting and how long in advance you should have them. If you are a national of an EC country, you should take your EHIC available from main Post Offices or online.

19 DATA PROTECTION

Except where expressly permitted by the Data Protection Act, we will only deal with the personal details you give us in respect of your holiday arrangements, unless you agree otherwise. For example, if we wish to use any of your personal details for marketing purposes, we will tell you this when we ask for your details and give you the opportunity to say no if you do not wish us to do so. If you make special requests, which include, but are not limited to special dietary, religious or disability-related requirements which constitute sensitive information, the relevant data will be passed to the relevant suppliers and carriers to enable provision of the services requested by you.

20 EXCURSIONS

Our local contacts may, at your request, make additional arrangements for local excursions on your behalf. However, please note that if they do, the contract for the provision of the excursion will be between you and the supplier of the excursion and not between you and us. We have no liability whatsoever for anything which may go wrong on the excursion.

21 YOUR CONTRACT with us and any matters arising from it shall be subject to English law and to the jurisdiction of the Court of England and Wales. If you are resident in Scotland or Northern Ireland, the Courts of Scotland or Northern Ireland can deal with any disputes.

Updated: April 2012

OUR LIABILITIES TO YOU

(i) Our obligations, and those of our suppliers providing any service or facility included in your holiday, are to provide them with reasonable skill and care. You must show that reasonable skill and care has not been used if you wish to make any claim. Standards of, for example, safety, hygiene and quality vary throughout the transport and destinations that your holiday may involve. Sometimes these standards will be lower than those which would be expected to be found in the UK. The services and facilities included in your holiday will be deemed to be provided with reasonable skill and care if they comply with any local regulations which apply (such as, for example, those of the Civil Aviation Authority) or, if there are no applicable local regulations, if they are reasonable when compared to the local standards and customs.

(ii) For claims which do not involve death or personal injury, we accept, and will only have, liability, subject to paragraphs (iv) and (v) below, should we or our suppliers fail to satisfy the obligations detailed in paragraph (i) above. If we have liability, we will, subject to paragraphs (v) and (vi) below pay you compensation of an amount which could be reasonably and properly expected, taking into account all relevant circumstances. Any sums received by you from suppliers such as from airlines due to the Denied Boarding Regulations 1992 will be deducted from any sum paid to you as compensation by us.

(iii) For claims which involve death or personal injury as a result of an activity forming part of your holiday, we accept, and will only have, liability subject to paragraphs (iv) and (v) below should we or our suppliers fail to satisfy the obligations detailed in paragraph (i) above. If we have liability, we will, subject to paragraphs (v) and (vi) below, pay you reasonable compensation.

(iv) We have liability in accordance with paragraphs (ii) and (iii) above and subject to paragraphs (v) and (vi) below except where the loss or damage you suffer is either attributable to you, or attributable to someone unconnected with your holiday and is unforeseeable or unavoidable, or is due to unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised.

(v) If any international convention applies to or governs any of the services or facilities included in your holiday arranged or provided by us, or provided by any of our suppliers, and you make a claim against us of any nature arising out of death, injury, loss or damage suffered during or as a result of the provision of those services or facilities, our liability to pay you compensation and/or the amount (if any) of compensation payable will be limited in accordance with that provided for by the international convention concerned. International Conventions which may apply include: in respect of international air travel, the Warsaw Convention 1929 (including as amended by the Hague Protocol of 1955 and by any of the additional Montreal Protocol of 1975) or the Montreal Convention of 1999; in respect of rail travel, the Berne Convention 1961; in respect of carriage by sea, the Athens Convention 1974; in respect of carriage by road, the Geneva Convention 1973; and in respect of hotels, the Paris Convention 1962. This means that we are to be regarded as having all benefit of any limitations of compensation contained in any of these Conventions or any other international convention applicable to your holiday. If your luggage is lost, damaged or destroyed in any circumstance not subject to an international convention the maximum amount of compensation we will pay you will be £500. This sum will be assessed with reference particularly to your loss and the extent to which this has required you to purchase replacements.

(vi) If you choose to issue court proceedings in respect of a claim against us, you must do so within 2 years of your return from holiday or within 2 years of first discovering the matters giving rise to the claim, if this is later. If you do not, then our liability to you will be limited in all cases to a sum of £100.

(vii) You must, if we are adjudged to have, or if we accept, liability for a claim that you make, assign to us any rights that you may have against any of our servants, agents or suppliers which is in any way responsible for the failure of your holiday or any death or personal injury you may suffer. You must also co-operate with us in any claim we choose to bring against any third party which we, in our discretion, deem to be so responsible.

(viii) Other than as set out above, and as is detailed elsewhere in these booking conditions, we shall have no legal liability whatsoever to you for any loss, damage, personal injury or death which you suffer arising directly or indirectly from any aspect of your holiday.

END OF BOOKING CONDITIONS & LIABILITIES

April 2012