

QUINTESENTIALLY TRAVEL LTD: OPERATOR OF THE RANGE ROVER CATALONIA EXPERIENCE

Booking Policy for services provided

These terms and conditions (“**Terms and Conditions**”) apply to bookings made with Quintessentially Travel Limited, a limited company registered in England with company number 6648649 and having its registered office address at 29 Portland Place, London W1B 1QB (“**Quintessentially Travel**”, “**we**”, “**us**” and “**our**”). In these Terms and Conditions, “**you**” and “**your**” means the person who makes the booking together with all other persons named on the booking from time to time (including any persons who are added or substituted at a later date) or any of them. All correspondence and other communications will be sent to the address of the person making the booking unless you specify otherwise. If you request correspondence to be sent to a business address, a residential address will also be required for emergency and security reasons.

Please read the following Terms and Conditions carefully. These will form the basis of your contract with Quintessentially Travel and you will be deemed to have agreed to and accepted these Terms and Conditions at the time that you confirm your booking with us.

MAKING YOUR BOOKING

If you have any queries with making your booking, please contact us by e-mail rangeroverexperiences@quintessentially.com or telephone [+44 02072915256](tel:+442072915256) and our staff will be happy to assist.

Your booking will be accepted by us when we have received deposit payment confirmation. Please note, your participation in the Range Rover Experience is subject to the completion of the JLR Driving Disclaimer & licence validation prior to travel.

You will be required to complete your Guest Booking Form before submitting your balancing payment no later than 4 weeks prior to your travel date in order to confirm your attendance.

We will do our best to accommodate any special requests but unfortunately, we cannot guarantee that these will be met in every case. We will not be liable if any special request is not met.

The information set out on our Website and in our brochures or other marketing communications is checked and accurate to the best of our knowledge. However, please note this information is provided for guidance only and may change. Final details will be shown on your tickets and other travel documents. Travel arrangements and itineraries may also change due to local conditions or factors outside of our control.

The nature of the holidays we arrange means we are often not in a position to confirm every requested element at the time of booking.

TRAVEL AGENCY BOOKINGS

Where we are acting as a travel agent on behalf of another travel provider/operator, we act as agent only for such third parties and all bookings will be subject to the terms and conditions of the relevant third party providers. We accept no liability under such terms and conditions or in respect of any act or omission of any third party provider. Your contract for travel services will be between you and the third party provider only.

PAYMENT

A deposit of 75% of the total booking price will be payable to secure your booking with the balance of the booking price payable 4 weeks prior to the date of travel on the dates specified in your confirmation email. Where the booking is confirmed within 4 weeks of the date of travel, payment of the total booking price will be due and payable within 7 days of the date of issue of the confirmation invoice.

The price of your booking as shown on your confirmation invoice is guaranteed for a period of 7 days and will not be subject to any changes (other than changes made in accordance with these Terms and Conditions). We will not be liable for any changes in currency exchange rates.

Where any payment is not received by the due date for payment as specified in the confirmation invoice or any subsequent invoice, Quintessentially Travel reserves the right to cancel the booking with immediate effect and retain your deposit.

We accept payments by most credit and debit cards, including Amex.
We do not offer refunds to gift vouchers and they hold no cash value.

On some occasions our travel services are sold as a complete package. We do not offer pricing breakdowns for tour inclusions. Costs represent a complete package of arrangements, and no itemisation of costs will be rendered.

CHANGES TO BOOKINGS

We will do our best to assist you if you wish to alter your travel arrangements subject to availability. If you wish to make changes to your booking, you (the person first named in the travel proposal) must submit your request in writing by e-mail to rangeroverexperiences@quintessentially.com or by post/courier to Quintessentially Travel Limited, 29 Portland Place, London W1B 1QB detailing the changes you would like. Any changes to a confirmed booking will be subject to a fixed administration fee of £50. Where changes are made to your booking, you shall be liable to pay the administration fee plus any other applicable change fees immediately upon being invoiced by Quintessentially Travel. Please note scheduled airlines normally regard name changes as a cancellation and rebooking and any such alteration may incur a 100% cancellation charge in respect of the air fare.

In certain circumstances, we may be required to make changes to your travel arrangements. We plan your travel arrangements in advance of your holiday using independent suppliers such as airlines, hotels, local transport operators and guides, over whom we have no direct control. We reserve the right to make minor changes to your travel arrangements without notifying you. However, where we have made a material change to your booking, we will notify you as soon as reasonably practical. For the avoidance of doubt, a material change includes but is not limited to, a change of flight time by more than 12 hours, a change of international airport (except between airports serving the same city), a change of destination or a change to a lower standard accommodation or lower priced accommodation. Where a material change is necessary, we will provide you with three alternatives to the original item which is subject to change. You may accept one of these alternative options, change your booking to another available holiday, or cancel the booking and receive a full refund of the price. If you choose an alternative holiday which exceeds the price paid for your holiday you must pay the difference. Where the alternative holiday is less than the price paid for your holiday, the Company will refund the difference in price.

If the amendment results in the price of your holiday reducing by more than 10%, this will be deemed a part cancellation and cancellation charges will apply to the cancelled portion of the holiday in accordance with the Cancellations section below. Please note that some accommodation is priced according to the number of people in the booking. If you wish to change the size of your party, the per person cost of the holiday for other members may increase significantly and that some airline tickets (e.g. advance purchase and net fare tickets) cannot be changed once booked, without incurring considerable cost.

If you alter your travel arrangements yourself or through another travel operator, Quintessentially Travel will not be liable for any additional costs you may incur including, but not limited to, costs of onward travel as a result of such alterations.

CANCELLATIONS

CANCELLATION BY YOU:

All cancellations must be notified by you (the person first named in the travel proposal) to Quintessentially Travel as soon as possible in writing by e-mail to rangeroverexperiences@quintessentially.com or by post/courier to Quintessentially Travel Limited, 29 Portland Place, London W1B 1QB. Cancellations will be effective on the day notice of cancellation is received by us. In the event that you notify us that you wish to cancel your booking, you will be liable to pay the following cancellation charges depending on when your notice of cancellation is received:

More than 56 days: 30% of total booking price

55 - 29 days: 75% of total booking price

Within 29 days: 100% of total booking price

We strongly recommend that you take out adequate travel insurance to cover you against loss of your deposit and/or cancellation fees. Please note that in certain circumstances, airlines, hotels and other suppliers may have applied ticketing conditions under which higher cancellation charges to those shown above are chargeable. In such circumstances, you will be liable to pay the cancellation charge listed above together with any additional cancellation charges charged by suppliers.

CANCELLATION BY US:

We reserve the right to cancel your booking in circumstances where we are forced to do so due to reasons beyond our control. In such circumstances, we will use our best endeavours to find and offer another booking for you at the same price. Where we are not able to offer you an alternative booking or you do not wish to accept the alternative booking altered, we will provide you with a full refund of all monies paid by you.

For group departures, we will endeavour not to cancel any of our departures, but in some cases, this is inevitable if minimum operating numbers are not met. If the Company is obliged to cancel your trip, a full and prompt refund of all monies paid will be returned to you.

We do our best to ensure that all prices shown on our website and travel proposals are correct and kept up to date. However, occasionally incorrect prices may be listed due to an error. In such cases we will notify you as soon as reasonably practicable of the correct price. If you do not wish to accept the correct price notified to you, you will be given the choice of alternative travel arrangements at the original price or to receive a full refund of all monies paid at that date.

YOUR RESPONSIBILITIES

Many airlines require the full name of all passengers travelling. We will therefore ask you at the time of booking to provide us with the first forename (as shown in passport) as well as titles and surnames of all passengers.

You are responsible for ensuring you have valid passport(s) with at least 6 months validity from the date of return of travel and with at least 3 blank pages to allow for visas, entry and departure stamps, etc.

You are also responsible for ensuring you have valid visas, health documents, insurance, driving licences and any other entry or other travel requirements of the country you are travelling to. Quintessentially Travel cannot accept liability for any failure to obtain any such documents or meet any requirements of entry. We have no obligation to advise you of any requirements in any country.

You are responsible for your arrival at the stated departure times and locations of travel, and you will be liable for any loss or damage suffered as a result of any failure to do so.

The Foreign & Commonwealth Advice Unit may issue information about your holiday destination. You are advised to check this information on the Internet under the address <http://www.fco.gov.uk/>. Alternatively, you can contact the ABTA Consumer Affairs Information Department on 0901 2015050 (calls charged at 50p min). Under EU Regulation 261/2004 you may have rights in some circumstances to refunds and/or compensation

from your airline in cases of being denied boarding, cancellation or delay to flights. Full details of these rights will be published at EU airports and will also be available from airlines. However, reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us. If any payments are due to you from us, any payment made to you by the airline will be deducted from this amount.

When you make a booking 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 third-party supplier who has suffered the damage or loss 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. In addition, loss or damage to your own personal property is at your sole risk. You should ensure you have appropriate travel insurance to protect you.

FLIGHT DELAYS

In the event of any delay to your flights, we will do our best to assist you in making alternative travel arrangements to get you to your destination. We use the scheduled services of the world's major international airlines. These are rarely subject to lengthy delays. In the unlikely event of a delay, arrangements for meals, overnight accommodation, etc. should be met by your airline. Conditions of carriage are available on request.

COVID-19: LIMITATION OF LIABILITY

We both acknowledge the ongoing COVID-19 global crisis and accept our obligations to comply with any official guidance from governments or local authorities, both in your country of journey origin and whilst on holiday.

Please note that we will have no liability for any refunds, compensation, costs, expenses or other losses of any kind incurred by you (including, where applicable, the cost of medical treatment), in the following circumstances:

- If you, or anyone in your booking party, test positive for Covid-19 and have to quarantine for a period of time, or are notified or otherwise become aware that you have, or suspect you may have, come into close contact with someone who has tested positive for Covid-19 (or where they otherwise suspect they may have Covid-19) and have to self-isolate for a period of time.

If this happens within 14 days of your departure date, you must contact us as you may no longer be able to travel. We will offer you the following options where possible and subject to availability:

- Postponing your holiday to a later date. We will notify you of any impact on the price the postponement may have (please note that you may have to pay full cancellation charges on some elements of your holiday, such as the flight, as well any increase in cost imposed by other suppliers);
- Cancelling your holiday, in which case we will impose our standard cancellation charges as at the date of cancellation by you. You may be able to claim these costs back from your travel insurance. Please note it is your own responsibility to arrange your own travel insurance.
- If this happens whilst you are on your holiday, please notify us without delay and we will provide such reasonable assistance as we can in the circumstances. However, we will not be responsible for covering the cost of any curtailment of your holiday, missed transport arrangements, additional accommodation required, or other associated costs incurred by you. You must ensure you have travel insurance which covers these costs for you.
- You fail any tests, checks or other measures imposed by a supplier, airline, port or airport, border control authority or other government body or local authority or fail to submit for testing or assessment when

requested to do so, and as such you are denied entry to board the flight, entry to the destination, access to the services or you are otherwise unable to proceed with the holiday, or that portion of the holiday.

You also acknowledge that the suppliers providing your holiday, including airlines, hotels and excursion providers, will need to comply with national and/or local guidance and requirements relating to Covid-19, and have implemented certain measures as a result. This will likely include specific requirements regarding personal protective equipment, such as use of face-masks by staff (and you may be required to wear a face-mask as well), social distancing, maximum number restrictions on the use of certain facilities, designated alternative entrance and exit routes, mandatory hand sanitisation, limited entertainment options and limited food/drink availability. We do not expect these measures to have a significant impact on your enjoyment of the holiday and all measures will be taken with the purpose of securing your safety and those around you.

COMPLAINTS

Most problems can be rectified straight away if we know about them. If you have a problem, you should report it immediately and directly to the supplier (e.g. Hotel Manager), onsite Event Team or using the emergency contact numbers provided within your travel documents so that the problem can be resolved as quickly and efficiently as possible. If the problem cannot be resolved locally and you wish to make a complaint, please write to: Customer Relations Department, Quintessentially Travel Limited, 29 Portland Place, London W1B 1QB within 28 days with full details of the nature of the complaint. We will respond to you within 28 days of receiving your complaint in accordance with the ABTA Tour Operator's Code of Conduct.

Consumer

Protection

We provide security for the monies that you pay for the package holidays booked with the Company and for your repatriation in the event of our insolvency by way of an Air Travel Organiser's Licence (ATOL number 9951) administered by the Civil Aviation Authority ("CAA"). When you buy an ATOL protected air holiday package from us our confirmation invoice confirming your travel arrangements and your protection under our ATOL Licence providing either the person who pays for the booking is present in the UK when the booking is made or the first leg of any flight or flights, we arrange for you commences in the UK. Many of the flights and flight inclusive holidays that we offer are financially protected by the ATOL scheme. However, ATOL protection does not apply to all holiday and travel services that we provide so if in doubt, please ask us to confirm what protection may apply to your booking. If you do not receive an ATOL certificate from us, then the booking will not be ATOL protected. If you do receive an ATOL certificate but elements of your trip are not listed on it, those parts will not be ATOL protected. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any monies you have paid to us for an advance booking. The price of our air holiday packages includes the amount of £2.50 per person as part of the ATOL Protection Contribution that we pay to the CAA. This charge is included in our advertised prices. 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 body has paid sums you have claimed under the ATOL scheme. For further information about financial protection and the ATOL certificate go to: www.atol.org.uk/ATOLCertificate.

OUR

LIABILITY

We will not be liable for any failure in the performance of our obligations to you which arises as a result of your

breach of these Terms and Conditions or arises from any unusual or unforeseen event or circumstance beyond our control or the control of our suppliers including, but not limited to: war, threat of war, terrorism or threat of terrorist activity, severe weather conditions, civil strife, natural or nuclear disaster, epidemics, breakdown of machinery or equipment, power failure, fire or flood.

We will book independent suppliers to provide most accommodation, travel, tour and other arrangements. All bookings are subject to the terms and conditions of these third-party suppliers, including any limitations or exclusions of liability. Our liability will be limited in accordance with and/or in an identical manner to (a) the contractual terms of the suppliers who provide any elements of your travel arrangements; and (b) where any relevant international travel conventions apply, including but limited to, the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation.

Nothing in these Terms and Conditions limits or excludes the liability of Quintessentially Travel for death or personal injury resulting from negligence, any damage or liability incurred by you as a result of our fraud or fraudulent misrepresentation or where our liability cannot be otherwise excluded by operation of applicable law.

PRIVACY

Your personal information and that of your party is important to us. We will never pass such information to any third parties, other than those that need this information in the course of providing the travel services you have booked. We are now required to collect Advance Passenger Information (API) for passengers prior to travel to many destinations. This information is required for immigration control and to aid aviation safety and security, and as such we require full passport details, passenger names, dates of birth and nationalities to pass onto the relevant airlines. In addition, please note that we are required to pass on your mobile and email details to many airlines in case they need to contact you prior to travel. This information will not be retained by the airlines after your travel has been completed and will be used solely in the course of conducting your travel arrangements. We will not be held responsible if you fail to provide or comply with relevant API requirements.

Governing

Law

These Terms and Conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms and Conditions or their subject matter or formation (including non-contractual disputes or claims).