

Booking Terms & Conditions

These Booking Conditions form the basis of your agreement with The Global Travel Group Limited. They apply only 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 agreement with you. References in these Booking Conditions to “arrangements” mean such holiday arrangements.

English Law will apply to our agreement and to any dispute or claim which arises between us out of it. Any such dispute or claim must be dealt with by the Courts of England and Wales.

Our obligations to you may vary depending upon whether you book with us a package (as defined below), or a single component arrangement, and our differing obligations are set out below, in three separate sections: Section A contains the conditions which will apply to both packages where we act as the Tour Operator and to non packages. Section B contains the conditions which will apply when you book package where we act as the Tour Operator. Section C contains those which will apply where you book non package arrangements.

A **package** exists if you book a pre-arranged combination of at least two of the following components when sold or offered for sale at an inclusive price and when the service covers a period of more than twenty-four hours or includes overnight accommodation:-(a) transport; (b) accommodation; (c) other tourist services not ancillary to transport or accommodation and accounting for a significant proportion of the package.

Please note we may also book a package on your behalf through a Tour Operator where we then act as agent only. In this case the particular Tour Operators booking conditions apply.

SECTION A – TERMS WHICH APPLY TO ALL BOOKINGS

1. MAKING YOUR BOOKING

When you make a booking you guarantee that you have the authority to accept and do accept on behalf of all members of your party, the terms of these booking conditions. The first named person on the booking will be the party leader and will be responsible for making all payments due to us.

ONLINE BOOKINGS

By clicking to book holiday arrangements and entering your personal and payment details on our website, you are making us an offer to purchase the arrangements selected, if they are available. When we receive this offer, we will contact the supplier of the arrangements concerned. Each supplier will require a short period of time to check to see if your chosen arrangements are still available at the price quoted. We will not take any payment from you at this stage.

When you make an offer to us to purchase the arrangements selected if available and should the arrangements requested be available at the price quoted, a binding agreement will come into existence between us and we will process your payment.

If the arrangements are available but not at the price quoted, we will contact you by telephone or by email to give you the option to purchase the arrangements at the revised price. A binding agreement will then come into existence between us when payment is processed. Please note that each booking is treated separately on our online booking system.

If larger groups want to be sure of sufficient availability for any flights / hotels they should call our call centre. If two parts of the same group book online on two separate bookings and the holiday availability expires between the two bookings we regret therefore that we are unable to cancel the first booked holiday without applying cancellation charges as levied upon us by the tour operators.

NON ONLINE BOOKINGS

Alternatively to make a booking you can call our call centre on 01254 205300. These terms and conditions will apply. A binding agreement will come into existence between us when payment is processed.

2. PAYMENT

In the event that you book your holiday more than 12 weeks before departure and do not want to pay in full our website will offer a deposit payment option however please note that final balances are due at 12 weeks before departure.

Please note there is a 1% credit card charge for credit card payments and we do not accept American Express credit card payments.

For flight only and/or accommodation only bookings all monies that you pay to us for your arrangements will be held by us on your behalf until such time as they are paid to the supplier. For financial protection for packages please refer to paragraph 30 of these terms and conditions.

3. CHANGES OR ADDITIONS TO YOUR HOLIDAY

If you wish to change any part of your holiday arrangements we will do our utmost to make that change, however, we would like to advise you that it may not always be possible. Any request for changes must be made in writing by the person who made the original booking. If it is possible to make the change, it will be subject to an administration charge which will be notified to you at that time together with any costs or charges incurred or imposed by any of our suppliers. You should be aware that there may be extra charges applicable dependent on the change you make. No Frills Airlines and/or Chartered normally regard name changes after tickets have been issued as a cancellation and rebooking, and any alteration may incur a 100% cancellation charge. Please note, it may not be possible to make changes within 28 days of your scheduled departure date without incurring 100% cancellation charges. We will however, do our utmost to accommodate your requested change or addition.

4. TRANSFERRAL OF BOOKINGS

If you are unable to travel, in certain circumstances which we consider reasonable we may allow you to transfer your booking to another party. Where a transfer to a person of your choice can be made, all costs and charges incurred by us and/or incurred or imposed by any

of our suppliers as a result together with an amendment /administration fee which will be notified to you at the time must be paid before the transfer can be affected.

5. INFORMATION ACCURACY

Please note, advertised information and prices may have changed by the time you come to book your holiday. Whilst every effort is made to ensure the accuracy of information and prices when published, regrettably errors do occasionally occur. You must therefore ensure you check all details of your chosen holiday (including the price) at the time of booking.

Please bear in mind that accommodation owners, restaurateurs, night club owners etc, may wish to maintain or improve their facilities, or even take a break themselves. Flight times and carriers are given for guidance only as there may be changes. Circumstances such as these, or weather conditions, time of year etc., may cause some of the amenities we have described to be unavailable or different from those advertised. When we are told of any significant or long term changes we will always endeavour to advise you prior to your departure. There may also from time to time be general refurbishment at these establishments. These are necessary to maintain standards but if we are informed of such work, we will endeavour to notify you of any activity as soon as possible, however near to your departure this may be.

6. IMPORTANT FLIGHT INFORMATION

Please note that most airlines do not include hold baggage within the cost of their flights. Where this is the case extra charges will apply. Please check at the time of booking that hold baggage is included within your booking. It is your responsibility to ensure you have sufficient baggage allowance. Please be aware that hold baggage weight restrictions may also vary between airlines.

7. FLIGHTS

There are varying types of flights that we may book as part of your package i.e. Charter, No Frills, Full Published and Consolidated. Any flight element of your holiday is provided by an independent supplier. Each supplier has 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. Copies of the relevant parts of these terms and conditions are available on request from ourselves or the supplier concerned.

Please note: the carrier reserves the right to refuse carriage to any person who has acquired a ticket in violation of applicable law or carriers tariffs, rules or regulations. Right of refusal may now be granted to Airlines under new and stringent anti-terrorism laws.

8. CHARTER FLIGHT CONDITIONS

A charter flight is invariably where an ATOL licensed Tour Operator such as AVRO, Thomson, or Thomas Cook etc has "chartered" their own Aircraft. When we book a charter flight on your behalf, we will identify that Charter Operator on your ATOL receipt. Full terms and conditions relating to individual charter airlines may be found in the relevant charter airline brochures. Where copies of these conditions are not readily available, copies of these terms and conditions are available on request from ourselves or the supplier concerned.

By booking with us, you are agreeing to these conditions.

9. NO FRILLS FLIGHT CONDITIONS

When we book a "No Frills" flight on your behalf, we will identify that "No Frills" Airline on your ATOL receipt. It should be noted, that "No Frills" airlines operate independently of each other and are normally quite inflexible. Furthermore, they will invariably charge more for amendments once the booking has been made and levy "severe" cancellation charges.

By allowing or asking us to book a "No Frills" flight on your behalf, we regret and you accept that we are unable to take any responsibility for flights changes, or cancellation made to any part of your reservation by the "No Frills" Airline. For the avoidance of doubt, when we book a "No Frills" flight on your behalf, you are agreeing to the "No Frills" Airline booking terms & conditions. We will of course endeavour to change / amend all other components of your package without charge through co-operation with our suppliers in the event of a cancellation or change by the No Frills Airline however cannot guarantee this will be the case.

10. FULL PUBLISHED/CONSOLIDATED FLIGHT CONDITIONS

A "Full Published/Consolidated" Flight is normally identified as a flight operated by a "National Carrier" such as British Airways, KLM, Air New Zealand , Cathay Pacific etc. When we book a "Full Published/Consolidated" flight on your behalf, we will identify that "Full Published/Consolidated" Airline on your ATOL receipt (identified as "BSP" OR "Triton Airfares Consol"). It should be noted Full Published/Consolidated Airlines normally levy "severe" cancellation/amendment charges dependent on the type of ticket booked.

11. UPGRADING YOUR FLIGHT & FLIGHT SEAT REQUESTS

Unless you have pre-booked your seats (where this facility is available), it may not be possible to obtain them together. Please bear in mind that even when you do pre-book seats, in most cases we will not be able to confirm the actual seat numbers or position on the aircraft. Where possible, we will offer you a further range of upgrade options designed to give you a more comfortable journey at a reasonable supplement.

12. DIRECT FLIGHTS

The flight routings used in connection with our holidays may be based on special fares which do not necessarily take the most direct route. Some itineraries require a change of aircraft on route. A flight that is described as direct is one where there is no need to change aircraft during the journey. However stops may be made en route for re-fuelling or to let passengers on and/or off. Details of any stops will be given on your itinerary. However, should you require this information at an earlier stage, please check with your travel advisor at the time of booking.

13. FLIGHT CHANGES

Unfortunately, Airlines may occasionally change the type of aircraft on a particular flight without advance warning. Flight timings and days of operation are subject to change and we will advise you of any significant change as soon as we ourselves are informed by the airline.

Minor timing changes will be shown on the flight tickets, which you should check carefully when received. It is possible that flight times may be changed even after tickets have been despatched - we will contact you as soon as possible if this occurs.

We are not always in a position to confirm the airline, aircraft type and airport of destination which will be used in connection with any flight included in your holiday. When this information is provided at the time of booking or subsequently, it is subject to change. Any such change will not entitle you to cancel or change to other arrangements without paying our normal charges.

We cannot be held responsible for Airline re-scheduling/re-routing flights via other airport/destinations following your confirmation of booking. Unfortunately, Airlines who re-route flights are not obligated to make a refund or reduction of any kind should a change to your original itinerary take place.

14. FLIGHT DELAYS

In the event of a flight being delayed the flight provider has an obligation to passengers pursuant to EU Regulation no 261/2004 of The European Parliament and of the Council governing air travel. However, the extent of such will depend on various other factors i.e the type of flights you have booked (please see FLIGHTS section) expected length of delay, local availability of accommodation, immigration rulings etc. Where long flight delays will result in lost holiday time, no refunds are given. It is in recognition of the above that your holiday travel insurance policy normally offers monetary compensation for flight delays.

In the event of flight delay or missed flights please make sure you contact the overseas assistance/emergency number as shown on your accommodation voucher.

15. TRANSFER VOUCHER

Please note where applicable transfer vouchers will be issued. Please make sure that if you have booked transfers you take the transfers vouchers on holiday with you to hand over to the relevant provider. Please note the transfer voucher also provides details of the process to obtain the service which must be adhered to.

16. ACCOMMODATION GRADING

Some of our suppliers categorise accommodation and apply their own rating system. However the official star rating of a property is determined by the local authority governing the grading structure in the country the property is based. It is therefore important to read carefully the individual accommodation descriptions. A comparison of cost may also give some idea of how accommodation in the same resort / country is likely to compare in terms of general standards. Accommodation, whatever the rating, is based on a twin or double standard room unless otherwise stated.

17. BOOKING A ROOM FOR EARLY ARRIVAL OR LATE DEPARTURE

Generally, your accommodation will be available from 2pm on the date of arrival , and is to be vacated between 10 am and noon on the date of departure, irrespective of your arrival or

departure times and unless we have stated otherwise. Should you wish your room to be ready prior to this time frame on your day of arrival or available after 10 am for an afternoon or evening departure, it may be possible to reserve the room at the time of booking however this will be on a "subject to availability" basis. This could incur additional cost and is normally paid locally. Should we not be able to accommodate your request, you may also ask at reception (if applicable) on your date of arrival or at any time during your stay.

18. MEALS

Meals if included, are based on table d'hote menus, or a meal voucher system unless specified otherwise. Holidays which include main meals generally commence with dinner on the day of arrival at your accommodation, terminating with breakfast (on half board) or lunch (on full board) on the day of departure. No refunds on meals "not taken" can be given. Special diets of any kind (including vegetarian) can seldom be catered for adequately within the constraints of a table d'hote menu and cannot be guaranteed. We would therefore strongly suggest that anyone with special requirements takes a holiday where no meals (or only breakfast) is included.

Please note, if you book accommodation on an "all-inclusive" basis, accommodations differ in their "all-inclusive" offerings including the time all inclusive options are available. Assumptions should not be made that accommodations booked on this basis will include for example "branded" spirits as they may offer local alternatives.

19. HOLIDAY INSURANCE

You **MUST** take out fully comprehensive travel insurance. It will normally cover you in the event of cancellation against loss of deposit or cancellation fees and for medical costs in the event of you becoming ill or having an accident whilst on holiday. There are some restrictions on insurance, for example pre-existing medical conditions and you should advise the insurance provider of these at the time the policy is taken out. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs.

20. BEHAVIOUR

If we or any other person in authority is of the reasonable opinion that you or any member of your party is behaving in such a way as to cause or be likely to cause danger or upset to any other person or damage to property, we will be entitled to terminate the holiday of the person(s) concerned. The person(s) concerned will be required to leave the accommodation or other service and we will have no further responsibility to them including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

You will be responsible for making full payment for any damage or loss caused by you or any member of your party during your time away. Payment must be paid direct at the time to the service supplier concerned failing which, you will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full legal costs) as a result of your actions.

21. BOOKING IF YOU ARE UNDER 18

It is a condition of our accepting your booking that the person who makes it is at least 18. We are entitled to assume that this is the case. Under no circumstances can we accept bookings from anyone who is under 16. At our discretion, we may accept a booking from someone who is 16 or 17 and not accompanied by an adult providing we have confirmation from their parent or guardian that they may travel, that the parent or guardian will accept responsibility for the booking and that the party does not include anyone who is under 16. We are entitled to cancel any booking which is made in breach of any of these requirements. In this case, full cancellation charges will be payable.

22. IF YOU HAVE A COMPLAINT WHILE YOU ARE ON HOLIDAY

If you have cause for complaint whilst on holiday, you must bring it to the attention of the local Representative or Agent (if there is one) and the establishment of where you are staying who will do their best to rectify the situation and prevent your holiday being spoilt. If there is no local Representative or Agent, you must contact the supplier on the Emergency Number as detailed on your accommodation voucher or contact us direct on our own Emergency number which is 07960 267551. You should note that it is unreasonable to take no action whilst on holiday, but to then write a letter of complaint upon return. If you remain dissatisfied, you must write to us formally by post, not email, within 28 days of your return from holiday giving your booking reference and full details of your complaint. If you fail to follow this simple complaints procedure (in resort and on your return home), your right to any compensation you may otherwise have been entitled to may be affected or even lost as a result.

23. SPECIAL REQUESTS AND MEDICAL PROBLEMS

If you wish to make a special request, you must do so at the time of booking using the special requests section on the secure payment page. We will pass any reasonable requests on to the relevant supplier but we cannot guarantee that requests will be met. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part.

If you or any member of your party has any medical problem or disability which may affect your chosen holiday arrangements, you must give us full details using the special requests section on the secure payment page. If we reasonably feel unable to properly accommodate the particular needs of the person(s) concerned, we will not confirm the booking or, if full details are not given at the time of booking, cancel when we become aware of these details. Cancellation charges will apply.

24. PASSPORTS, VISAS AND HEALTH REQUIREMENTS

The passport, visa and health requirements applicable at the time of printing to British citizens for the arrangements are available to you at the time of booking from your travel advisor. Passengers with a non- British passport must check passport and visa requirements with the Embassy or Consulate of the countries to or through which you are intending to travel. Requirements may change and you must check the up to date position in good time before departure. For European holidays you should obtain a completed and issued form EHIC prior to departure.

It is your responsibility to ensure that you are in possession of all necessary travel and health documents before departure. We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry correct documentation. If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly.

You should take up-to-date health advice about the health precautions you will need to take prior to departure. Information on health is contained in the Department of Health's leaflet (Health Advice for Travellers) which can be obtained by telephoning 0207 2104850. Further information can be obtained by visiting www.hpa.org.uk OR www.fco.gov.uk .

You should also note that certain European Countries now require your passport and/or visa number together with any other relevant details in advance of travel.

25. FORCE MAJEURE

In these Booking Conditions, "force majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire, pandemic and all similar events outside our control. 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 agreement with you is prevented or affected by, or you otherwise suffer any damage or loss (as more fully described in clause 26(1) below) as a result of force majeure.

SECTION B – TERMS WHICH APPLY TO PACKAGES WHERE WE ARE THE TOUR OPERATOR

26. OUR LIABILITY

(1) We promise that your holiday arrangements will be made, performed or provided with reasonable skill and care. This means that we will accept responsibility if, for example, you suffer death or personal injury or your contracted arrangements are not provided as promised or prove deficient and that is the result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing your arrangements as applicable. Further, 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 or carrying out work we had asked them to do. It is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us.

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

- the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or
- the act(s) and/or omission(s) of a third party not connected with the provision the act(s) and/or omission(s) of a third party not connected with the provision of your arrangements and which were unforeseeable or unavoidable or

- 'force majeure' as defined in clause 25 above.

(3) We limit the maximum amount we may have to pay you for any claims you may make against us.

The maximum amount we will have to pay you where we are found liable for loss of and/or damage to any luggage or personal possessions (including money) is £50 per person affected unless a lower limitation applies to your claim under this clause or clause 26(4) below.

For all other claims which do not involve death or personal injury, the maximum amount we will have to pay you if we are found liable to you on any basis is twice the price (excluding insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim under clause 26(4) below. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your holiday.

(4) Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any air, sea, rail or road carrier or on any stay in a hotel, the maximum amount of compensation we will have to pay to you will be limited. The most we will have to pay to you for that claim or that part of a claim if we are found liable to you on any basis is the most the carrier or hotel keeper concerned would have to pay under the international convention or regulation which applies to the travel arrangements or hotel stay in question (for example, the Montreal Convention for international travel by air, the Athens convention for international travel by sea). Where a carrier or hotel would not be obliged to make any payment to you for any reason under the applicable International Convention or Regulation in respect of a claim or part of a claim, we will not be obliged to make a payment to you for that claim or part of the claim. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question. Copies of the applicable international conventions and regulations are available from us on request. In any circumstances in which the carrier is liable to you by virtue of the Denied Boarding Regulation 2004, any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier; any sums you receive from the carrier will be deducted from any amount due from ourselves.

(5) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised on our website: for example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.

(6) 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, or, if there are no applicable local regulations, if they are reasonable when compared to the local standards and customs.

(7) This clause 26 is intended to set out our obligations to you as an organiser under the Package Travel, Package Holidays and Package Tours Regulations 1992. We will not accept any further or different liability than these Regulations impose. In addition, regardless of any contrary representations made by us, we only promise to use reasonable skill and care as set out above and we do not have any further or different liability to you.

(8) You must tell us and the supplier concerned about your claim or complaint as set out in clause 22 above. If asked to do so, you must transfer to us or our insurers any rights you have against whoever is responsible for your claim or complaint and provide ourselves and our insurers with all co-operation and assistance that may be reasonably required.

(9) We do not accept liability for (1) any damage, loss, expense or other sum(s) of any description which, based on the information you gave us at the time of booking, we could not have foreseen you would suffer or incur if we breached our contract with you; (2) any business losses.

27. PRICES

We reserve the right to make changes to and correct errors in advertised prices at any time before your holiday 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 arrangements have been confirmed at the time of booking, then subject to the correction of errors, we will only increase or decrease the price in the following circumstances. Price increases or decreases after booking will be passed on by way of a surcharge or refund. A surcharge or refund (as applicable) will be payable, subject to the conditions set out in this clause, if transportation costs or dues, taxes or fees payable for services such as landing taxes or embarkation or disembarkation fees at ports or airports increase or decrease or our costs increase or decrease as a result of any adverse or favourable changes in the exchange rates which have been used to calculate the cost of your holiday.

Even in the above cases, only if the amount of the increase in our costs exceeds 2% of the total cost of your holiday (excluding insurance premiums and any amendment charges), will we levy a surcharge. If any surcharge is greater than 10% of the cost of your holiday (excluding insurance premiums and any amendment charges), you will be entitled to the options as referred to under "Changes and Cancellation by us". If a surcharge is payable, there will in addition be an administration fee of £1 per person together with an amount to cover agents commission. Although insurance (where purchased through us) does not form part of your contract with us or of any "package", we will consider an appropriate refund of any insurance premiums you have paid us if you can show you are unable to use/reuse or transfer your policy in the event of cancellation or purchase of an alternative holiday.

You have 14 days from the issue date printed on the surcharge invoice to tell us if you want to choose option (b) or (c) as set out under "Changes and Cancellation by us" below. If you do not tell us that you wish to choose either of these options within this period of time, we are entitled to assume that you do not wish to do so and will pay the surcharge. Any surcharge must be paid with the balance of the cost of the holiday or within 14 days of the issue date printed on the surcharge invoice, whichever is the later.

Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place. We promise not to levy a surcharge within 30 days of departure.

28. CHANGES AND CANCELLATION BY US

We start planning the holidays we offer many months in advance. Occasionally, we have to make changes to and correct errors in any marketing material and other details both before

and after bookings have been confirmed and cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so.

Most changes are minor. Occasionally, we have to make a "significant change". A significant change is a change made before departure which, taking account of the information you give us at the time of booking and which we can reasonably be expected to know as a tour operator, we can reasonably expect to have a major affect on your holiday. Significant changes are likely to include the following changes when made before departure; a change of accommodation to that of a lower classification or standard for the whole or a major part of the time you are away or a change of accommodation area for the whole or a major part of the time you are away. Please note, where your booking includes a "no frills flight", changes imposed by the airline (for example, change of departure or return time or UK or overseas airport) and the consequent effect on your holiday will not generally be treated as "significant changes" in accordance with this clause. For all flights, a change of departure or return time by less than 12 hours will be a minor and not significant change.

If we have to make a significant change or cancel, we will tell you as soon as possible. If there is time to do so before departure, we will offer you the choice of the following options:-

- (for significant changes) accepting the revised arrangements
- purchasing an alternative holiday from us, of a similar standard to that originally booked if available. Where possible, we will offer you at least one alternative holiday of reasonably equivalent or higher standard for which you will not be asked to pay any more than the price of the original holiday. If this holiday is in fact cheaper than the original one, we will refund the price difference. If you do not wish to accept the holiday we specifically offer you, you may choose any of our other then available holidays. You must pay the applicable price of any such holiday. This will mean you paying more if it is more expensive or receiving a refund if it is cheaper
- cancelling or accepting the cancellation in which case you will receive a full and quick refund of all monies you have paid to us.

Please note, the above options are not available where any change made is a minor one.

If we have to make a significant change or cancel, we will (as a minimum where compensation is due), pay you the compensation payments set out in the table below depending on the circumstances and when the significant change or cancellation is notified to you subject to the following exceptions. Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care. No compensation will be payable and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these booking terms & conditions entitling us to cancel (such as paying on time) or if the change made is a minor one.

| Period before departure a significant change or cancellation is notified to you | Compensation per person |
|--|--------------------------------|
| More than 56 days | nil |
| 56-29 days | £10 |
| 28-14 days | £15 |
| less than 14 days | £20 |

Very rarely, we may be forced by "force majeure " (see clause 25) to change or terminate your holiday after departure but before the scheduled end of your time away. This is

extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result.

29. IF YOU WISH TO CANCEL YOUR HOLIDAY

If you or a member of your party needs to cancel your confirmed arrangements, the party leader must immediately advise us in writing. Your notice of cancellation will take effect when it is received at our offices. As we incur costs from the time we confirm your booking, we will levy the following cancellation charges. The percentage cancellation charge detailed is calculated on the basis of the total cost payable by the person(s) cancelling excluding amendment charges. Amendment charges are not refundable in the event of the person(s) to whom they apply cancelling.

| | |
|-------------------|--|
| Prior to 70 days: | Total flight cost plus 15% of the total accommodation and other elements |
| 69 - 42 days: | Total flight cost plus 30% of total cost of the accommodation and other elements |
| 41 - 34 days: | Total flight cost plus 70% of total cost of the accommodation and other elements |
| 33 - 7 days: | Total flight cost plus 90% of total cost of the accommodation and other elements |
| Less than 7 days: | 100% of total cost of booking |

30. FINANCIAL PROTECTION

The Package Travel, Package Holidays and Package Tours Regulations 1992 require us to provide security for the monies that you pay for the package holidays you book with us, and for your repatriation in the event of our insolvency. We provide this security by way of a bond held by the Civil Aviation Authority under ATOL number 3973. This means that in respect of all arrangements including flights, in the unlikely event of our insolvency, the CAA will ensure that you are not left stranded abroad or 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. This means that in the event of our insolvency you will not be left stranded abroad or any money you have paid to us for an advance booking will be refunded except where your contracted arrangements with us do not include transport to and from the UK. In this case, if already abroad, you will be returned to the point where your contracted arrangements with us commenced.

SECTION C – TERMS WHICH APPLY TO NON-PACKAGES

31. FINANCIAL PROTECTION

We provide security for the monies that you pay for the holidays booked with us. All money that you pay to The Global Travel Group Limited is paid into a client account which operates the same way as a solicitors client account. Money held in this account is held on behalf of

any third parties. In the unlikely event of failure of our Company this money will still be available to suppliers.

32. PRICES

You will be advised of the current price of the arrangements that you wish to book before your contract is confirmed. We reserve the right to make changes to and correct errors in the prices of both advertised and confirmed non-packaged arrangements prices at any time.

33. CHANGES BY US TO A NON-PACKAGE BOOKING

Because we begin planning the arrangements we offer many months in advance, we must reserve the right to make changes to and correct errors in holiday details both before and after bookings have been confirmed. We must also reserve the right to cancel confirmed bookings.

Most changes are minor but occasionally, we may have to make a “significant change”. Examples of “significant changes” include the following when made before departure; a change of accommodation area for the whole or a major part of your holiday, a change of accommodation to that of a lower classification for the whole or a major part of your holiday, a change of UK departure point to one which is more inconvenient for you, a change of outward departure time or overall length of your holiday of twelve or more hours, the closure of the only or all advertised swimming pool(s) at your accommodation for an extended period and, in the case of tours, a significant change of itinerary missing out one or more major destination substantially or altogether.

If we have to make a significant change or cancel, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of the following options:-

- (for significant changes) accepting the changed arrangements or
- purchasing alternative arrangements from us, of a similar standard to those originally booked if available (if the chosen alternative is less expensive than your original one, we will refund the difference but if it is more expensive, we will ask you to pay the difference) or
- cancelling or accepting the cancellation in which case you will receive a full and quick refund of all monies you have paid to us.

The above options will not be available if we make a minor change or cancel as a result of your failure to make full payment on time. We regret we cannot pay any expenses, costs or losses incurred by you as a result of any change or cancellation. Very rarely, we may be forced by "force majeure" (see clause 25) to change or terminate your arrangements after departure. If this situation does occur, we regret we will be unable to make any refunds, pay you compensation or meet any costs or expenses you incur as a result.

34. OUR LIABILITY TO YOU (NON-PACKAGE BOOKINGS)

We have a duty to select the suppliers of your arrangements with reasonable skill and care. We have no liability to you for the actual provision of the arrangements, except in cases where it is proved that we have breached that duty and damage to you has been caused.

We also have no liability in the following situations:

- where the arrangements cannot be provided as booked due to circumstances beyond our

control

- where you incur any loss or damage that could not have been foreseen at the time of your booking, based on the information provided by you.
- where you incur any loss or damage that relates to any business activity.
- where any loss or damage relates to any services which do not form part of our contract with you.

If we are found liable to you on any basis, we limit the amount we have to pay you to a maximum of twice the cost of your arrangements. This limit does not apply to cases involving death or injury.

35. CANCELLATION BY YOU OF ACCOMMODATION ONLY BOOKING

If you or a member of your party needs to cancel your confirmed arrangements, the party leader must immediately advise us in writing. Your notice of cancellation will take effect when it is received at our offices. As we incur costs from the time we confirm your booking, we will levy the following cancellation charges. The percentage cancellation charge detailed is calculated on the basis of the total cost payable by the person(s) cancelling excluding amendment charges. Amendment charges are not refundable in the event of the person(s) to whom they apply cancelling.

Period before departure within which written notification of cancellation is received by us

43 days and above:

42 - 28 days:

Less than 28 days:

Cancellation charge per person cancelling

20% of accommodation value minimum charge of £20

50% of accommodation value

100% of accommodation value

These cancellation charges apply to all bookings, except where a booking includes items or services where our suppliers' own cancellation charges exceed those shown above. Please enquire at the time of booking as up to 100% cancellation charges may apply from the time of booking.

36. CANCELLATION BY YOU OF FLIGHT ONLY BOOKING

If you or a member of your party needs to cancel your confirmed arrangements, the party leader must immediately advise us in writing. Your notice of cancellation will take effect when it is received at our offices. The cancellation charge of flight only bookings will be 100% of the cost of the booking.