

South Quay Travel & Leisure Limited Booking Conditions

All holidays are organised and offered for sale in the United Kingdom by South Quay Travel & Leisure Limited.

Holidays not involving air travel are financially protected by South Quay Travel & Leisure Ltd's bond with ABTA. Membership Number V9945. In the unlikely event of our insolvency, ABTA will ensure that you are not left stranded abroad and will arrange to refund any money paid to us for an advance booking. Holidays involving air travel are financially protected by South Quay Travel & Leisure Ltd's bond with the Civil Aviation Authority ATOL 4619. The CAA will financially protect your holiday in the same way.

These conditions govern the contract between you and South Quay Travel & Leisure Limited (ATOL 4619) and (ABTA V9945) ("South Quay"), ("us"). By booking a holiday with us, you are accepting South Quay's booking conditions.

If you did not see these terms and conditions when you made your booking and you are not happy to proceed with the booking now that you have seen them please return all documentation to us, within 7 days of receiving these booking conditions. Your booking will be cancelled and your monies will be returned in full, provided you have not commenced your travel. This clause does not apply if your booking was made within 10 weeks of travel.

1. Booking & Insurance

To make a booking you will need to complete and sign a Booking Form. Post this to us along with your deposit plus the appropriate insurance premium. We accept Visa & MasterCard for Credit Card payments and charge a 2% fee for this facility. Debit Card payments are free (Visa Delta & Maestro). We accept American Express and charge a fee of 3% for this service. If you do not require our insurance, then please provide details of your current insurance policy. We offer competitive rates of insurance via Gold Cover Travel Insurance, details of which are attached. Once we have received your Booking Form and all appropriate payments, we will, subject to availability, confirm your holiday by issuing a confirmation invoice. A binding contract between us comes into existence when we despatch our confirmation invoice to the party leader. Your balance payment is due no less than 8 weeks prior to departure, for which we will not issue a reminder. If we do not receive all payments due (including any surcharge where applicable) in full and on time, we reserve the right to treat your booking as cancelled by you. In this case the cancellation charges set out in clause 2 below will be payable. When you sign your Booking Form you are legally confirming to us that you have read and accept these conditions.

2. Cancellation By You

Cancellation by you must be in writing and takes effect when received by us. We will issue notice of cancellation, detailing charges, calculated as follows:

Date Cancellation received	Cancellation charge
More than 56 days before departure	Loss of Deposit
56 - 42 days before departure	30% of total price
41 - 31 days before departure	50% of the price
30 - 15 days before departure	75% of the price
14 days or less	100% of total price

No refunds will be made for tickets or services booked but not used, or for insurance premiums or alteration charges.

Note: Certain arrangements may not be amended after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangement.

3. 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 brochure 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". If we make a significant change before departure (i.e. a change of accommodation to that of a lower official classification or standard for the whole or a major part

of the time you are away, a change of scheduled outward departure time of twelve or more hours, a change of UK departure point to one which is significantly less convenient for you and, in the case of tours, a significant change of itinerary missing out one or more major destination substantially or altogether – all other changes are minor changes.) 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:-

- (a) (for significant changes) accepting the changed arrangements
- (b) purchasing an alternative holiday from us, of a similar standard to that originally booked if available. If the chosen alternative is more expensive you may be asked to pay the difference, but if it is cheaper, you will receive a pro rata refund.
- (c) 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 pay you reasonable compensation, if appropriate 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 or where we are forced to cancel due to an insufficient number of people having booked the holiday in question. 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 conditions entitling us to cancel (such as paying on time) or if the change made is a minor one.

Force Majeure

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 contractual obligations is prevented or affected by or you otherwise suffer any damage or loss (as more fully described in clause 5 (1) below) as a result of "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 and all similar events outside our control.

4. Alteration By You

Once the confirmation invoice has been issued, any alteration to a booking will attract an administration fee of £10 per passenger. You must also pay any costs incurred by ourselves and any costs incurred or imposed by any of our suppliers. Upon payment of this administration fee and provided there are more than 8 weeks before departure, a passenger may transfer his or her booking to anyone who satisfies the Terms and Conditions. Any name change within 8 weeks of departure will be treated as a cancellation and charged in accordance with clause 2. However, if a booking is altered such that all of the passengers on the original booking are replaced by different passengers then this will be treated as a cancellation irrespective of the period before departure and will incur the charges in accordance with clause 2. If a booking is altered such that the original number of passengers travelling is reduced, then the fare paid by those passengers still travelling will be adjusted according to the number remaining.

5. Our Responsibility

(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 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), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following:-

- 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 of your holiday and which were unforeseeable or unavoidable or
 - "force majeure" as defined in clause 3 above
- (3) Please note, 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 in our brochure and we have not agreed to arrange them and any excursion you purchase in resort. In addition, regardless of any wording used by us on our website, in any of our brochures 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 regulations of the country in which your claim or complaint occurred – will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint complied with local laws and regulations applicable to those services at the time, 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 regulations of the UK which would have applied had those services been provided in the UK. The exception to this is where the claim or complaint concerns the absence of a safety feature which might lead a reasonable holiday maker to refuse to take the holiday in question.

(5) As set out in these booking conditions we limit the maximum amount we may have to pay you for any claims you may make against us which do not involve personal injury, illness or death. Except where loss of and/or damage to luggage or personal possessions is concerned if we are found liable to you on any basis the maximum amount we will have to pay you 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 5(6) 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.

(6) 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 any stay in a hotel, the maximum amount of compensation we will have to pay you will be limited. The most we will have to pay 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 Warsaw Convention as amended or unamended and the Montreal Convention for international travel by air and/or for airlines with an operating licence granted by an EU country, the EC Regulation on Air Carrier Liability No 889/2002 for national and international travel by air], the Athens convention for international travel by sea). Please note: Where a carrier or hotel would not be obliged to make any payment to you under the applicable International Convention or Regulation in respect of a claim or part of a claim, we similarly are not 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.

(7) Please note, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description (1) which 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 (2) which 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. Additionally we cannot accept liability for any business losses.

(8) You must provide ourselves and our insurers with all assistance we may reasonably require. You must also tell us and the supplier concerned about your claim or complaint

as set out in clause 12 below. If asked to do so, you must transfer to us or our insurers any rights you have against the supplier or whoever else is responsible for your claim or complaint (if the person concerned is under 18, their parent or guardian must do so). You must also agree to cooperate fully with us and our insurers if we or our insurers want to enforce any rights which are transferred.

6. Suppliers' Conditions

Many of the services which make up your holiday are provided by independent suppliers. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions (see clause 5 (6)). Copies of the relevant parts of these terms and conditions are available on request from ourselves or the supplier concerned

7. Passports, Visas & Travel Documents

A full 10 year British passport is required for all our holidays. If you do not hold a valid 10 year British passport, please note it can take up to twelve weeks to obtain a new one. If you or any member of your party is not a British citizen or holds a non British passport, you must check passport and visa requirements with the Embassy or Consulate of the country(ies) to or through which you are intending to travel. You must ensure you have the correct travel documents in your possession before departure, failing which you will be liable for any costs, which you or we may incur as a result. Please note that, very occasionally, a last minute change may entail entering an additional country. Please note children must now have their own passport. For all passport enquiries contact the UK Passport Agency on 08705 210 410 or www.ukpa.gov.uk. South Quay Travel & Leisure cannot accept responsibility for any problems that may occur with visa application or refusal to accept passengers due to passport or visa irregularities. Any cancellation that arises due to visa/passport requirement will be subject to the booking conditions as per the brochure.

8. Health, Security & Safety

At the time of publication, no inoculations are required by British passport holders travelling from the UK on any of the arrangements we make. Circumstances can change though, and you should check up to date requirements with your GP or us before you depart. It is your responsibility to ensure that you are fit to travel and to take all necessary medication etc. with you. It is also your responsibility to avoid any behaviour, which may cause offence or injury to anyone or damage any property. If you fail to meet these responsibilities, you will be liable for any costs whatsoever you may incur as a result. In particular, if you fail to behave in an acceptable manner, you may be refused travel or continuation of travel in which case our responsibility to you will cease. You will have to meet any additional costs which may arise (including replacement transport or accommodation) and you will not be entitled to any refund or reimbursement.

9. Insurance

It is a condition of booking with us that you take out appropriate travel insurance. We can offer fully comprehensive insurance at reasonable rates (details attached), which includes cover for cancellation charges and the cost of assistance, including repatriation, in an emergency. If you do not purchase our insurance you must arrange your own insurance of at least comparable standard. If you do not, we reserve the right to refuse travel to you; you will be deemed to have cancelled on the day of departure and the relevant cancellation charges will apply.

10. Prices

Our current prices are calculated on exchange rates known on the 2nd June 2008 (Source: Barclays Bank Plc). 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 holiday has been confirmed at the time of booking, we will only increase or decrease it 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 our costs increase or decrease as a result of transportation costs (e.g. fuel, scheduled airfares and any other airline surcharges which are part of the contract between airlines (and their agents) and the tour operator) or dues, taxes or fees payable for services such as landing taxes or embarkation or disembarkation fees at ports or airports increasing or decreasing or our costs increase or decrease as a result of any 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 cancel your booking and receive a full refund of all monies you have paid to us (except for any amendment charges) or alternatively purchase another holiday from us as referred to in "Changes and Cancellations by us". 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. 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. A refund will only be payable if the decrease in our costs exceeds 2% as set out above. Where a refund is due, we will pay you the full amount of the decrease in our costs. You have 14 days from the issue date printed on the surcharge invoice to tell us if you want to cancel or purchase another holiday. If you do not tell us that you wish to do so within this period of time, we are entitled to assume that you 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. We promise not to levy a surcharge within 30 days of the start of your holiday. Please note, changes and errors occasionally occur. You must check the price of your chosen holiday at the time of booking.

11. Timings & Delays

Timings are estimates only and cannot be guaranteed, even if shown on tickets. They may be changed due to regulatory authority requirements, weather conditions, maintenance or technical reasons, and the ability of passengers to check in and board on time. Sometimes delays cannot be avoided but in such situations, in conjunction with our local agents or representatives, will use our best endeavours to ensure your comfort during the course of any delay.

12. Complaints

If there is a problem during your holiday, you must report it onboard immediately or to the relevant airline, ground handler, hotelier or other supplier, so that prompt efforts can be made to resolve the problem. In the unlikely event that a problem cannot be resolved at the time and you wish to complain, you must send us full written details within 28 days of your return. Failure to take either or both of these steps will prejudice our ability to resolve your problem and / or investigate it fully. In consequence, any right to compensation you may have will be extinguished or, at the very least, substantially reduced.

13. Law & Jurisdiction

This contract and all matters arising out of it are governed by English law. We both agree that any dispute, claim or other matter which arises out of or in connection with this contract or your holiday will be dealt with under the ABTA Arbitration Scheme (if the scheme is available for the claim in question - see clause 14 - Arbitration) or by the Courts of England and Wales only.

14. Arbitration

Membership number V9945. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you an arbitration scheme for the resolution of disputes arising out of, or in connection with this contract. Further information on the Code and arbitration can be found at <http://www.abta.com/heretohelp.shtml> The arbitration scheme is arranged by ABTA and administered independently by the Chartered Institute of Arbitrations. It provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on you in respect of costs. Full details will be provided on request or can be obtained from the ABTA website.

The Scheme does not apply to claims for an amount greater than £5,000 per person. There is also a limit of £25,000 per booking form. Neither does it apply to claims which are solely in respect of physical injury or illness or their consequences. The Scheme can however deal with compensation claims which include an element of minor injury or illness subject to a limit of £1,000 on the amount the arbitrator can award per person in respect of this element.

The application for arbitration and Statement of Claim must be received by the Chartered Institute of Arbitrations within nine months of the date of return from the holiday. Outside this time limit arbitration under the scheme may still be available if we agree, but the ABTA Code does not require such agreement. For injury and illness claims, you may like to use the ABTA/Chartered Institute of Arbitrations Mediation Procedure. This is a voluntary scheme and requires us to agree for mediation to go ahead. The aim is to help you resolve your dispute in a quick and cost effective way. Details on request or from www.abta.com.

15. Flights

In accordance with EU Directive (EC) No 2111/2005 Article 9, we are required to bring to your attention the existence of a "Community list" which contains details of air carriers that are subject to an operating ban with the EU Community. The Community list is available for inspection at http://europa.eu.int/comm/transport/air/safety/flywell_en.htm. In accordance with EU Regulations we are required to advise you of the carrier(s) (or, if the 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 shall inform 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. We are not always in a position at the time of booking to confirm the aircraft type and flight timings which will be used in connection with your flight. The flight timings and types of aircraft shown in this brochure and detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. The latest timings will be shown on your tickets which will be dispatched to you approximately two weeks before departure. You must accordingly check your tickets very carefully immediately on receipt to ensure you have the correct flight times. It is possible that flight times may be changed even after tickets have been dispatched - 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 will not entitle you to cancel or change to other arrangements without paying our normal charges except where specified in these conditions. If the carrier with whom you have a confirmed reservation becomes subject to an operating ban as above as a result of which we/ the carrier are unable to offer you a suitable alternative the provisions of clause 8 (Changes and cancellation by us) will apply.

Please note: Information incidental to your booking is offered in good faith and may include subjective judgements. We make every effort to ensure complete accuracy, but cannot accept responsibility for the consequences of any errors or omissions. You should ask for confirmation if anything is unclear. Information and prices are as accurate as we can make them at the time of publication. Despite our care, it is possible with the volume of material concerned that errors or omissions therein may be identified by us following publication, or that a change in circumstances outside our control following publication may render currently accurate information or prices therein as inaccurate. In such circumstances and should we become aware of the need to revise information or prices therein, we may do so by informing you before we accept your booking. In this case the revised information or prices will be considered to form part of our contract with you as if they had originally been printed in our brochure.

16. Special requests and medical problems

If you have any special request, you must 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 unless we have specifically confirmed this. For your own protection, you should obtain confirmation in writing from us that your request will be complied with (where it is possible for us to give this) if your request is important to you. 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. Unless and until specifically confirmed, all special requests are subject to availability.

We regret we cannot accept any conditional bookings, i.e. any booking which is specified to be conditional on the fulfilment of a particular request. All such bookings will be treated as "standard" bookings subject to the above provisions on special requests.

17. Safety standards

Please note, it is the requirements and standards of the country in which any services which make up your holiday 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.

18. Data Protection Act 1998

Information provided by you to us in connection with your holiday will be held by South Quay Travel and Leisure Ltd in accordance with the Data Protection Act 1998. It will be used for reservations, bookings, ticket issue, compilation and circulation of passenger lists, marketing of other programmes and promotional offers and for travel insurance purposes. You may have a copy of the personal information held about you by contacting us in writing at any time. If you wish to be deleted from our database, please inform us and you will be deleted immediately. Our full data protection policy is available on request.