

TERMS AND CONDITIONS

SECTION A

Where Charter Travel acts as Agent for another Tour Operator / Airline.

Charter Travel will endeavour to ensure all Passengers' complete satisfaction in arranging their travel/holiday requirements. However, it must be understood that when we take your booking as Agents we accept no responsibility for the Principal named on your receipt. The Principal's Terms & Conditions will apply to your booking. Travel arrangements are booked for you, by **Charter Travel** as Agent, for the services supplied and where every effort is made by us to make all bookings as requested, Charter Travel cannot be held liable for any alterations or cancellations to these arrangements which are beyond our control.

BOOKING CONDITIONS: SECTION B

Where Charter Travel acts as the Principal/Tour Operator

PAYMENT

£250 minimum deposit per person is payable at the time of booking and the balance due not later than thirteen weeks prior to departure date. In respect of flight only, prices are subject to change without prior notice and can only be guaranteed after full payment has been received (ten working days needed for cheque clearance), with the exception of Airline/Tour Operators surcharges taxes or fuel increases, any extra service charges or VAT passed on to Charter Travel, may be invoiced to you at any time up to time of departure. An amended invoice for any increase in taxes, surcharges or VAT applicable to the booking will be sent out where and when necessary. When bookings are made more than twelve weeks before the date of departure using a credit card to pay the deposit, Charter Travel reserves the right without prior notice to the credit / debit card holder to process the outstanding balance, including administration charges, fourteen days after the balance becomes due if full payment has not been received and Charter Travel become liable for any further cost associated with the booking to the supplier. Any late payments may be subject to a late payment supplement. For bookings made within twelve weeks of departure, and where a credit / debit card is given as a deposit, the balance of payment and administration charges will be held against the credit / debit card awaiting receipt of a cleared cheque. For credit / debit cards / cheques which do not clear, a £20 administration fee will automatically be charged for each occasion a cheque or credit / debit card is presented for payment.

ACCOMMODATION

Charter Travel takes pride in providing its clients with quality properties and value for money. All properties are inspected on a regular basis. Any dissatisfaction/correspondence/complaints still outstanding on your return must be put in writing directly to Charter Travel Customer Service Dept., quoting your booking reference and all other relevant information within 28 days of returning home. Charter Travel will supply any relevant addresses and telephone numbers required for your arrival. Any security deposits held by Charter Travel will be refunded within 8 weeks of vacating the property provided that:

- 1 No damage has been caused in or around the property.
- 2 Any person occupying the property during the rental period has not made any chargeable telephone calls to the house landline.
- 3 Keys are received safely back to Charter Travel head office in England or, where keys have been collected locally they have been returned as instructed.

SURCHARGES

The price of your travel arrangements is subject to surcharges on the following items, due to increases in changes in transportation costs, including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports and exchange rates mean that the price of your travel arrangements may change after you have booked. However there will be no change within 30 days of your departure. We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that, plus an administration charge of £1.00 per person together with an amount to cover agents' commission. If this means that you have to pay an increase of more than 10% of the price of your travel arrangements, you will have the option of accepting a change to another holiday if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid, except for any amendment charges. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice. Should the price of your holiday go down due to the changes mentioned above, by more than 2% of your holiday cost, then any refund due will be paid to you. However, 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.

NOTE: Certain flight only bookings are sold on the basis that they are paid and ticketed by a specified date; failure to pay by this date may result in a higher fare being charged or the booking being cancelled and any deposits paid/due being forfeited.

CHANGES MADE BY YOU

If you wish to make a cancellation or amendment please do so in writing, using recorded delivery posting, enclosing the relevant amendment/cancellation charges as shown in the table in Section C.

IF WE CHANGE OR CANCEL YOUR BOOKING

Occasionally, we may have to make changes and we reserve the right to do so at any time. Most of these changes will be minor and we will advise you of them at the earliest possible date. We also reserve the right in any circumstances to cancel your travel arrangements, e.g., if the minimum number of clients required for a particular travel arrangement is not reached, failure by you to pay the final balance or unacceptable behaviour or for reasons of force majeure. If we are unable to provide the booked travel arrangements, you can either have a refund of all monies paid or accept an offer of alternative travel arrangements of comparable standard from us, if available. If it is necessary to cancel your travel arrangements, we will pay to you compensation as set out below. Please note that carriers such as Airlines may be subject to change, such a change is deemed to be a minor change. Other examples of minor changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type or airline or airport groups, change of accommodation to another of the same standard. If we make a major change to your booking, we will inform you as soon as reasonably possible if there is time before your departure. You will have the choice of accepting the change of arrangements, accepting an offer of alternative travel arrangements of comparable standard from us if available, or cancelling your booked holiday and receiving a full refund of all monies paid. In all cases, except where the major change arises due to reasons of force majeure, we will pay compensation as detailed below:

Period before departure within which notice of cancellation or major change is received by us and notified to you. Amount shown per adult. Child prices would be 50% of adult.

More than 91 days	Nil
91-54 days	£10.00
53-28 days	£20.00
27-15 days	£30.00
14-0 days	£40.00

The compensation we offer does not exclude you from claiming more if you are entitled to do so. FORCE MAJEURE: We regret neither we nor the supplier of the services in question can accept responsibility or pay any compensation where the performance of contractual obligations is prevented or affected by reason of circumstances amounting to 'force majeure'. Circumstances amounting to 'force majeure' include any event which we or the supplier of the service in question could not, even with all due care, foresee or avoid an event such as war or threat of war, riots, civil strife, terrorist activity, industrial action, natural or nuclear disaster, fire, adverse weather conditions, closure of airports or ports, government action and all similar events outside the control of ourselves or the supplier.

OUR LIABILITY TO YOU:

(i) We accept responsibility for ensuring that your travel arrangements, which you book with us, are supplied as described. If any part of your travel arrangements are not provided as promised, due to the fault of our employees, agents or suppliers we will pay you appropriate compensation if this has affected your travel arrangements. Subject to paragraph (ii) below our liability in all cases shall be limited to a maximum of X2 of the costs of your travel arrangements.

(ii) We accept responsibility for death, injury or illness caused by the negligent acts and/or omissions of our employees or agents, our suppliers and sub-contractors, whilst acting within the scope of, or in the course of their employment in the provision of your travel arrangements. We will accordingly pay to you such damages as might have been awarded in such circumstances under English Law.

(iii) In respect of travel by air, sea and rail, and the provision of accommodation our liability will be limited in the manner provided by the relevant international convention. You can ask for copies of these international conventions from our offices (Charter Travel, 49 Greenacres, Woolton Hill, Nr Newbury, Berks RG20 9TA)

PERSONAL INJURY UNCONNECTED WITH YOUR BOOKED TRAVEL ARRANGEMENTS

If you, or any member of your party, suffer death, illness or injury whilst overseas arising out of an activity which does not form part of your package travel arrangements or an excursion arranged through us, we shall at our discretion, offer advice, guidance and assistance. Where legal action is contemplated and you want our assistance, you must obtain our written consent prior to commencement of proceedings. Our consent will be given subject to you undertaking to assign any costs and/or benefits received under any relevant insurance policy to ourselves. We limit the cost of our assistance to you or any member of your party to £5,000.

FINANCIAL PROTECTION

When you buy an ATOL protected air holiday package and/or flights from Charter Travel you will receive a confirmation invoice from us confirming your arrangements and your protection under our air travel organiser's license. In the unlikely event of our insolvency the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advanced booking. For further information visit the ATOL website at www.atol.org.uk. The price of our air holiday packages includes the amount of £1 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices.

SECTION C

In respect of all bookings

PLEASE NOTE

When any of the payment is received against a credit / debit card an administration charge of 3.5% will be made on the total ATOL receipt/invoice.

CANCELLATION

If you cancel your booking before your balance due date you will forfeit your deposit and must pay £90 per person cancellation charge. If you cancel after your balance due date you will have to pay the applicable cancellation charges which will be a maximum of 100% of the cost of the travel arrangements, plus the £90 per person cancellation charge. Cheques in payment of cancellation charges should be enclosed with notification of cancellation and sent by recorded post. If the total cost shown on your invoice/ATOL receipt states that the cost of your holiday includes a promotional discount, this discount will be forfeited if the balance is not received by the due date shown on the invoice/ATOL receipt.

INSURANCE

We strongly advise that you insure against baggage, personal accident, cancellation and curtailment, medical and other expenses and personal money. If we have issued your policy please check your policy carefully to ensure that we have all the relevant information. This is important as failure to disclose information could invalidate your cover. Pay particular attention to ages of insured persons and any medical conditions.

MAIL

Unless otherwise instructed by you all mail, i.e. insurance/tickets/invoices, will be sent by First Class post and Charter Travel will take NO responsibility in the event of tickets lost in the post. There will be a subsequent charge for the issue of replacement tickets. You will be held responsible for any monies due and in some cases this will be the full price of the original ticket. A form of indemnity will be passed to you to claim the excess cost involved from the airline when/where possible. You can request insured special delivery for the additional cost of £15 plus suppliers charge.

CLIENTS

When a booking is made all final details will be read back to you before the booking is confirmed. Once the booking details have been verbally confirmed by you any alterations/amendments to the booking will be charged at the current rate. Clients are requested to check their invoice details thoroughly as soon as they are received and inform Charter Travel of any errors or omissions within 5 working days of invoice date by telephone and then registered post. This ATOL receipt/invoice is the written confirmation of your agreed confirmed verbal instruction. Charter Travel will take no responsibility for invoices lost, mislaid, unread, damaged or not received within the above mentioned period. Please note your balance due date on the front of your ATOL receipt or confirmation invoice, no further reminders will be sent. Late payments incur a late payment charge and will result in the cancellation of your tickets at a loss of all monies paid to date. We reserve the right to retain all monies paid to date.

CARRIER CONDITIONS

All Tickets, Vouchers and Coupons are issued and arrangements made subject to the relevant Carriers' Conditions. Copies are available on request to Charter Travel. It is your responsibility to ensure that all documents are in order and that you arrive in plenty of time for checking in at the airport. Please reconfirm all flight timings outbound and inbound with the airline with which you are travelling 72 hours prior to departure. Please make a note of any reference number or contact name when reconfirming for future reference. In the case of a Passenger being refused permission to board the aircraft because of the failure to reconfirm the flight or behaviour unacceptable to the airline, no refund can be made.

PASSPORTS, VISAS AND INOCULATIONS

All Passengers are responsible for their own Passport and Visa requirements and must check with relevant Embassies and/or Consulates. For those Passengers holding a British Subject Passport or any other nationality Passport a Visa will be required for most countries worldwide. Full 10 year Passports are now required for all countries and most countries now require Passports to be valid for at least 6 months after return landing. All children must have their own Passports. Please check with your own Doctor whether injections/inoculations are required for your chosen destination.

PASSING ON DATA

Please be aware that airlines are now required by law to give the US Customs and other border control agencies access to certain passenger data. Accordingly any information provided to Charter Travel in connection with your booking may be passed on by the airline to those agencies in the United States. Charter Travel may from time to time use this information we hold to send you details of future special offers. Please advise us in writing by recorded delivery if you would prefer not to receive these.

COMPLAINTS

Any dissatisfaction/problem regarding your travel arrangements or any other products or services sold, must be reported and put in writing to the local agent/airline immediately (please keep a copy with the management signature on it). This must also be reported to Charter Travel in England immediately if any dissatisfaction or problem has occurred. We will deal with your request from England. Charter Travel reserves the right to liaise with the management and/or owners to remedy the situation once notified whilst you are in the resort. If you fail to follow this procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in the resort, the amount of compensation you may be entitled to may be reduced or you may not receive any at all depending upon the circumstances. If the matter cannot be resolved then it can be referred to the arbitration scheme arranged by ABTA, www.abta.com. Any dissatisfaction/correspondence/complaints still outstanding on your return must be put in writing directly to Charter Travel Customer Service Dept., quoting your booking reference and all other relevant information within 28 days of returning home.

SERVICE AND AMENDMENT CHARGES ON A CONFIRMED BOOKING

In certain circumstances it is necessary to apply a service charge for the services we provide. Itemised below are the services for which we make a charge and the range of fees charged.

FINANCIAL PROTECTION

All monies paid by you for the air holiday package/flights shown are ATOL protected by the Civil Aviation Authority. The ATOL holders name and ATOL number are shown. For more information see the ATOL holder's Terms & Conditions.

SERVICE	CHARGE
Cancellation (In addition to loss of deposit)	Supplier's charge + £90.00 per person
Name Change	Supplier's charge + £175.00 per person
Date Change	Supplier's charge + £175.00 per person
Late Payment Supplement	Supplier's charge + £40.00 per week (up to 3 weeks and then cancellation procedures will apply)
Refunds back to client	£90.00 per person admin charge (min £90.00 per booking)
Amendments to confirmed bookings	Supplier's charge + £90.00 per person (min £90.00 per booking)
Special Requests after booking has been confirmed (e.g. vegetarian meals, sky cots, etc...)	Supplier's charge + £25.00 per person (min £50.00 per booking)
Deposit/Full Payment taken by credit / debit card charge	3.5% of total invoice cost - including deposit if this was previously paid by credit / debit card (min £30.00 per booking)
Ticketing Fee for Published Fares	Supplier's charge + £30.00 per ticket
Taking promotional vouchers	£35.00 per person (min £105.00 per booking)
Arranging passports and visas	Suppliers Charge + Passport/Visa fee + £50.00 per person admin charge
Pre-booking airlines seats after confirmed booking	Airline charge + £10.00 per person (min £20.00 per booking)
Pre-booking specialist equipment (e.g. Ski packs etc...)	Supplier's charge + £30.00 per person (min £60.00 per booking)
Accommodation only bookings	Supplier's charge + £60.00 per week admin charge
Bookings under £150.00 in value	£60.00 booking charge
Late booking charge - Inside 4 weeks of travel	Supplier's charge + £25.00 per person booking charge
Planning dynamic packaging and tailor made itineraries	£150.00 (deducted from a confirmed booking)
Re-issue of lost or mislaid tickets/vouchers	Supplier's charge + £60.00 per person
Re-issue of lost or mislaid ATOL receipt/invoice/insurance certificate	£50.00 per document
International telephone/fax calls	Cost of calls + £30.00 admin fee
Tickets dispatched by insured delivery	Suppliers Charge + £15.00 minimum charge
Tickets dispatched by courier	Cost of courier + £30.00 admin fee (min £50.00 charge)
Delivery of tickets by hand	£10.00 + £1 per mile (min £15.00 charge)
Supplementary invoice due to surcharges/fuel surcharges/additional taxes made by airline/tour operator	Supplier's charge + £5.00 per person admin charge (max £60.00 per booking)
Supplying information / documents to insurance companies	£90.00 per document in advance

These terms and conditions are legally binding from 1st February 2010. A Court may strike out or override any part of these Terms and Conditions which it considers unreasonable, invalid or unlawful (whether an entire clause or only part of one) and enforce these Terms and Conditions as if the offending part had never been contained in it. This contract is made on the terms of these booking conditions, which are governed by English Law, and the jurisdiction of the English Courts.