

TRAVELBOUND BOOKING CONDITIONS & TERMS OF BUSINESS

We urge you to carefully read the following conditions which, together with details on your Booking Confirmation documentation, forms your contract with Skibound Limited (the Company). Any waiver of these conditions will not bind the Company to any subsequent waiver or otherwise affect the Company's position.

1. YOUR FINANCIAL SECURITY

Travelbound is a trading name of Skibound Limited part of TUI Travel PLC, of TUI Travel House, Crawley Business Quarter, Fleming Way, Crawley, West Sussex, RH10 9QL with whom you make a contract when you book. When you buy an ATOL protected air package or flight from us you will receive a confirmation invoice from us (or via our authorised agent through which you booked) confirming your arrangements and your protection under our Air Travel Organiser's Licence number 2165. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking. For further information visit the ATOL website at www.atol.org.uk. The price of your holiday 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 and will be shown separately on your confirmation invoice. ATOL protection does not apply to all holiday and travel services shown in this brochure. Please ask us to confirm what protection may apply to your booking. We are also members of ABTA, membership number V378X. 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 www.abta.com.

2. CONFIRMING A BOOKING

(a) Any monies paid by customers to party leaders/group organisers are held by party leaders solely as agents of the customer until such time as the Company has received that money. Where we sell holidays through travel agents, all monies you pay to the agent for your holiday with us will be held by the agent on our behalf until they are forwarded to us or refunded to you.

(b) On booking, you must submit a signed Booking Form accompanied by a deposit of £35 per person (coach tours), £100 per person (air tours), £100 per person (worldwide tours), or an agreed holding deposit. The total holiday cost must accompany the Booking Form for bookings taken within 12 weeks of departure. A full Passenger Names list is required at the time of booking for the Insurance Company and airline (air tours).

(c) No contract exists between you and the Company until we confirm your holiday by either dispatching a written confirmation to you or your travel agent or by giving a verbal confirmation (followed by written confirmation) if booking within 8 weeks of departure.

(d) Late Bookings: For all bookings made within eight weeks of departure, the holidays confirmed as soon as verbal confirmation is given over the phone, and therefore if you subsequently cancel your booking, cancellation charges as shown in Condition 5 (a) apply.

(e) The person signing the Booking Form warrants to the Company as a fundamental term of the contract that he or she has the authority of each party member (and when a party member is less than 18 years old the authority of a parent or legal guardian) to contract with the Company on behalf of each such member on the basis of these conditions, and that all such persons are aware of these conditions and have agreed to be bound by them.

(f) When you contact us to make a booking, we reserve the right to act as your agent for the relevant carrier, which will be disclosed as necessary on your documentation. This will only be the case where we issue tickets to you under the terms of our passenger sales agency agreement with IATA. When we have confirmed your booking, a contract exists under which we accept responsibility for the provision of all the services described on your invoice.

(g) If you booked your holiday in any jurisdiction other than in Scotland or Northern Ireland (including any booking via the Internet), this contract, and any other claim or dispute arising from or related to this contract, will be governed by English law and the courts of England and Wales shall have exclusive jurisdiction over any claim arising out of it. If you booked your holiday in Scotland, this contract, and any claim or dispute arising from or related to this contract, will be governed by Scottish law and the courts of Scotland shall have exclusive jurisdiction over any claim arising out of it. If you booked your holiday in Northern Ireland, this Agreement, and any claim or dispute arising from or related to this contract, will be governed by Northern Irish law and the courts of Northern Ireland shall have exclusive jurisdiction over any claim arising out of it.

(h) No additions, deletions, changes or promises may be made relating to these conditions save by a Director of the Company, in writing.

(i) No amendment, deletion or addition, to the price or content of your holiday will be binding to the Company unless confirmed in writing by the Company.

3. PAYMENT

(a) No later than eight weeks after the Company's receipt of first deposits as detailed above, the Company must receive second deposits of £55 per paying member

(European coach tours), £55 per paying member

(European air tours) or £100 per paying member (worldwide tours).

(b) All deposits paid are non-refundable except in the circumstances detailed in Conditions 6(b) and 7.

(c) Groups only: approximately 18 weeks before departure we will send you Final Details forms for your party which you must complete and send to us so that we receive them no later than 16 weeks before departure.

(d) A balance invoice will be sent approximately 12 weeks before departure (or instead of Confirmation for new bookings received less than 16 weeks before departure) and the full amount outstanding must be received by the Company no less than 10 weeks before departure (or by return for bookings taken 11 or less weeks before departure).

(e) Should your balance invoice be inaccurate due to amendments, this does not permit late payment of the final balance which remains due 10 weeks prior to departure.

(f) If the Company does not receive deposits and/or the full amount outstanding on the balance invoice on the due date(s) your booking will be cancelled and you will lose any deposit already paid.

(g) All payments and Final Details forms must be received by the Company by the due dates as stated in (c) and (d). The Company reserves the right to make an administrative charge of up to £10 per person should final details forms not be received.

(h) We reserve the right to pass on a 2% charge for any payment amount made by credit or charge cards.

4. HOLIDAY PRICES

(a) The prices of tours are subject to surcharges if increases occur in transportation costs (including fuel), dues, taxes (such as increases in or imposition of VAT or other Government imposed taxes) or fees chargeable for services such as landing taxes, embarkation/ disembarkation fees at ports and at airports and currency fluctuation.

(b) In the case of all surcharges we will endeavour to advise you as soon as possible and we will absorb an amount equivalent to 2% of the holiday price which excludes insurance premiums and any amendment charges. Only amounts in excess of 2% will be surcharged and where this is payable there will be an administration charge of 50p per person and we will forward an Amendment Invoice reflecting any changes made. However if the surcharge means paying more than 10% extra on the holiday price you will be entitled to cancel your holiday with a full refund of all monies paid with the exception of any monies paid to us in respect of insurance premiums and amendment charges. If you do decide to cancel because of this you must do so within 14 days of the date of issue of the Amendment Invoice. No surcharges will be applied within 30 days of your departure. 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.

(c) The prices, offers and information printed in our brochure/s and our terms and conditions are valid at the time of publication in April 2009, using the following exchange rates: EUR1.27 and USD1.62 (source of exchange rate is the Financial Times Guide, 31st October 2008), until publication of any revised edition. We reserve the right to increase or reduce these prices or amend these offers or information at any time after publication and in future editions of the brochure. You will be advised of any change at the time of booking.

(d) If the number of adults in your party accounts for 20% or more of your party, we reserve the right to re-cost the price of your holiday accordingly.

(e) All prices include the current Customs & Excise tax on insurance and VAT on overseas holidays.

The UK government has announced their intention to replace Air Passenger Duty, which is payable by all passengers on flights departing from UK airports, with a new Emissions Tax, known as Aviation Duty. At this time we are not

aware of the final details of the new Duty, and prices have therefore been calculated as if Air

Passenger Duty continues to be in effect. In the event that our costs increase as a result of the change, we reserve the right to adjust the prices shown to reflect those changes in costs.

5. CANCELLATIONS AND AMENDMENTS

(a) If you wish to cancel or amend all or part of your booking you should advise us by recorded letter, email or fax as soon as possible. A cancellation or amendment is effective only when received in writing by the Company from the person signing the Booking Form. Any new person added to the booking will be deemed to have signed the original Booking Form and be subject to these Booking Conditions. The following scale of cancellation charges will apply:

Period before scheduled departure within which written notification of the cancellation is received by the Company:	Amount of cancellation charge per paying participant cancelling:
More than 60 days before departure	Full deposit(s) as per schedule (section 3a)
59 to 31 days before departure	75% of the total invoiced holiday price
30 to 1 day before departure	100% of the total invoiced holiday price
Departure date or afterwards	Total invoiced holiday Price

N.B. You may make a claim on your insurance policy if your cancellation falls within the terms of the policy. The insurance premium and any amendment charges are in any event not refundable.

(b) Once your Booking Form (and/or Final Details Forms as applicable) has been returned, we reserve the right to charge £25 for each amendment/substitution.

(c) Substitution or transfer of party members is permitted up to 14 days prior to departure without incurring cancellation charges (coach tours), however, a payment of £7 will be required to cover the new Insurance premium for coach tours.

(d) For air tours, cancellation charges will apply in accordance with individual airline cancellation policies and payment of £15 will be required to cover the new Insurance premium for air tours. Both the person who was originally to take the holiday and the person who actually takes it will be responsible for the payment of the amendment charges and any outstanding balance due in respect of the holiday price and you will also be responsible for any additional costs that are incurred as a reason of substitution or transfer.

(e) If any cancellation reduces the number of paying members below the minimum number required for a particular holiday price or concession

(including free places), the invoice will be adjusted accordingly for all remaining group members.

6. IF THERE IS A CHANGE IN PLAN

(a) Whilst the Company will at all times endeavour to satisfy clients' requirements, nevertheless, because of changing circumstances, the Company must reserve the right to make alterations to holiday and brochure details both before and after any booking has been confirmed.

If for any reason the details of your holiday have to be changed before departure, the Company will inform you as early as possible.

(b) Most changes, if necessary will be minor.

Occasionally, we have to make a significant change to confirmed holidays. In the event of a significant change, you will be offered the choice of:-

- (i) accepting the change or
- (ii) receiving another holiday, of at least comparable standard if we are able to offer one (and receiving a refund in respect of any price difference) or
- (iii) receiving a full refund of all monies paid. In addition, if we are forced to make a significant change, we will also pay you an appropriate compensation where relevant, except where the change is made as a result of unusual or unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care, which include, but are not limited to, those amounting to "Force Majeure" as described in Condition 8 below or where the trip is cancelled due to insufficient numbers.

Period before scheduled departure within which written notification of significant change is sent to the person. Amount of compensation at signing of the Booking Form per person (excluding free places):	
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More than 70 days	Nil
70 - 35 days	£8
34 - 15 days	£12
14 - 0 days	£15

If your final payment is delayed beyond the due date you will not be eligible for compensation payment and the Company will invoke conditions 3(f) and 3(g).

7. IF WE CANCEL YOUR HOLIDAY

If we are forced to cancel your holiday (other than due to your default in payment), the Company will offer you the choice of an alternative holiday of at least comparable standard if available (and receiving a refund in respect of any price difference) or a prompt and full refund of all monies you have paid. In addition, the Company will pay you appropriate compensation (refer to table in section 6) where relevant except where the Company is forced to cancel, as a result of unusual and unforeseeable circumstances beyond its control, the consequences of which it could not have avoided even with all due care, which include but are not limited to those amounting to

'Force Majeure' as described in Condition 8 below, or, where an insufficient number of people have booked your chosen holiday (in this case you will be notified not less than 10 weeks before your scheduled departure date).

8. FORCE MAJEURE

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 reason of circumstances amounting to "force majeure". Circumstances amounting to "force majeure" include any event which we or the supplier of the service(s) in question could not even with all due care, foresee or forestall such as (by way of example and not by way of limitation) war, threat of war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire, acts of God, adverse weather conditions, and all similar events. In February 2005 a new Europe-wide law relating to denied boarding, delays and cancellation of flights came into force. This law granted rights to passengers including in certain circumstances the right to cancel their flight and receive reimbursement of the cost of the flight from their airline. Full details of these rights are publicised at EU airports and are also available from affected airlines. However, you should note that reimbursement of the cost of a flight that forms part of your holiday is the responsibility of your holiday airline and will not automatically entitle you to reimbursement of the cost of your holiday from us.

9. IF YOU HAVE A COMPLAINT

If you have a complaint about any service provided by us, this must be reported immediately to both our local representative, or, to our UK head office, and also to the supplier(s) of the service in question, so that action can be taken to resolve the matter. If the complaint cannot be resolved, then please follow it up with a letter to the Company within 35 days from returning from your holiday. The Company cannot accept liability in respect of any claims not notified to ourselves and our supplier(s) in accordance with this clause. The Company normally manages to agree an amicable settlement of the few complaints received but, in the unlikely event that an agreed settlement cannot be reached, you may take advantage of the special arbitration scheme offered by ABTA, as described in Condition 10 below.

10. COMPLAINTS PROCEDURE

Disputes about your holiday which we cannot settle can be referred to arbitration under a special scheme administered by IDRS part of the Chartered Institute of Arbitrators. Details and application forms are available from ABTA Limited, 30 Park Street, London, SE1 9EQ, www.abta.com. The scheme provides for a simple and cheap method of arbitration based on documents alone. The scheme does not apply to claims over £5,000 per person or £25,000 per booking form. Where a claim includes, in part, a claim for personal injury or illness, a limit of £1,000 per person applies to that part of the claim. The rules of the scheme state that the application for arbitration must be made within nine months of the date of your return from holiday. Information regarding complaints may be shared with other tour operators.

11. LIABILITY

(a) Our contracts with hotels and carriers provide for the allocation of rooms or seats to us. Your booking will normally be made within those allocations but no specific rooms or seats can or will be confirmed. However, we accept responsibility for ensuring that all component parts of the holiday which you book with us are supplied to you as described and to a reasonable standard. We have taken all reasonable steps to ensure that proper arrangements for all the holidays advertised in this brochure have been made and that the suppliers of the various services which will be provided for you are efficient and reputable. We accept responsibility for the acts and omissions of not only our own employees but also of our suppliers, sub-contractors, representatives and/or agents provided they were at the time acting within the scope or course of their employment, agency or contract of supply except where these result in your illness, bodily injury or death which situation is dealt with further below. In all cases except where personal injury or illness or death results, our liability is however limited to three times the holiday price (excluding insurance premiums and amendment charges) of the person(s) affected in total.

(b) Whilst we have no direct control over the providers of services and facilities, we do accept responsibility should you or any member of your party suffer death, personal injury or illness as a result of any failure to perform or improper performance of any part of our contract with you by any of our employees, agents, suppliers or sub-contractors providing they were at the time acting within the course of their employment except where the failure to perform or improper performance was due to your own acts and/or omissions, or, those of a third-party not connected with the provision of your holiday arrangements and which were unforeseeable or unavoidable, or, an event which either ourselves or the supplier of the service(s) in question could not have foreseen or forestalled even with all due care. It is a condition of this acceptance of liability that you notify us of any claim strictly in accordance with Condition 9 "If you have a complaint".

(c) When you travel by air or by sea, your journey may be subject to certain international conventions such as the Warsaw Convention, Montreal Convention or Athens Convention. You agree that the transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging this transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of these terms and conditions form part of your contract with us as well as with the transport company. The provisions of the Warsaw Convention 1929 (as amended) concerning the carriage of passengers and their luggage by air, and the airlines' conditions of carriage, may apply to you and your party during your flight, and during boarding and disembarkation. These provisions and conditions may limit or exclude liability for death or personal injury, or loss of or damage to luggage, and may make special provisions for valuables. Sea Travel Conditions of Carriage & International Conventions: In the case of sea travel the provisions of the Athens Convention 1974 relating to the carriage of passengers and their luggage by sea may apply. This Convention and the sea carriers' conditions of carriage may continue to apply to you and your party throughout your stay on board the ship, and during boarding and disembarkation. This Convention presumes that your baggage has been delivered undamaged unless you give full written

details to the carrier (1) in the case of apparent damage, before you disembark from the ship or the baggage is redelivered to you; or (2) in the case of damage which is not apparent or of loss, within 15 days of disembarkation or from the time when the baggage should have been redelivered to you. The Athens Convention, and the carriers' conditions of carriage, may limit or exclude liability for death or personal injury, or loss of or damage to luggage, and make special provisions for valuables. A copy of the conditions of carriage applicable to your holiday can be supplied on request.

(d) Should you or any member of your party by misadventure suffer illness, injury or death during the period of your holiday from an activity which does not form part of the arrangements made by us or an excursion purchased through us, we shall at our absolute discretion give you every assistance including advice, guidance and financial assistance to cover initial legal costs for legal action against a third party where appropriate, up to a limit of £5,000 cost to ourselves per booking form provided such assistance is requested within 90 days of the misadventure.

(e) In the event of there being a successful claim for costs against a third party or a suitable insurance policy or policies being in force, the Company is entitled to recoup from you the costs actually incurred by us in giving this assistance under (d) above.

12. CONDUCT & BEHAVIOUR

If the behaviour of any member of any party is considered likely to cause offence, danger, damage or distress to others, we reserve the right at our reasonable discretion, to cancel or terminate a holiday completely.

If for example any airline pilot, accommodation owner or manager, or senior member of our staff, considers that the behaviour is unacceptable they are authorised to terminate a holiday wherever and whenever necessary.

If this sort of situation arises, our responsibility for your holiday will cease and we will not be obliged to cover any expenses which may be incurred by the party concerned and neither will we consider or accept any claims for compensation or refunds whatsoever.

13. OUR BROCHURE

(a) Great care has been taken in the printing and production of our brochure/s and price list to give you an accurate picture of the facilities available. If any change which the Company believes will materially affect your enjoyment becomes apparent in any of our resort descriptions, we will advise each party leader or travel agent.

(b) There are naturally circumstances beyond our control, such as religious festivals, local holidays, periods of maintenance, and adverse weather conditions for which we cannot accept responsibility.

(c) The facilities are shown in good faith and it must be appreciated that some entertainments may be restricted particularly at the beginning and end of the season. Such restriction is generally reflected in the selling price of the holiday.

(d) To create the "atmosphere" of a certain type of holiday, occasionally photographs used on resort pages are general photographs

(e) Please remember that some amenities such as hotel lifts and swimming pools require servicing and cleaning and may therefore not be available at all times. Some services are also affected by weather conditions, for example, outdoor swimming pools, chair lifts, and their availability is at the sole discretion of the provider of the service. Entertainment (particularly live entertainment) provided by hotels is frequently subject to demand and its nature and frequency may be varied if there is a lack of demand or insufficient numbers in the hotel. Please also be aware that equipment such as video players and microphones on coaches is, due to its technical nature, prone to malfunction. The Company cannot be held responsible nor consider a claim for compensation in the event of such amenities or equipment being unavailable.

14. SPECIAL REQUESTS / CONDITIONS OF BOOKING

We do our best to meet any special requests made by you and to pass these on to the appropriate persons provided they are clearly noted on the Booking Form. However, we can only guarantee those special requests confirmed by us in writing.

15. BUILDING WORK

It is often very difficult to predict when building work or development may begin in any resort as such things usually occur without notice. If we become aware of any such developments in your resort which could cause you significant disturbance or inconvenience, we will do our best where practical, to advise you.

16. DISABLED PASSENGERS

We do what we can to cater for as many people as possible, however we feel that we should point out that whilst we have accommodated groups with special needs we are not specialists in catering for the disabled or those with special needs or with serious medical conditions. If any member of your party suffers from a disability or serious illness, you must contact your doctor and our office for advice before booking.

17. OUR ACCOMMODATION

(a) All the accommodation, (sometimes described for example as hotels, apartments, chalets, hostels, youth centres and pensions) featured in our brochure is chosen as representing fair value in its particular category. We would suggest that you compare carefully each type of resort and accommodation with the cost of the holiday, before making your final choice. Where applicable, any local official grading for accommodation has been indicated. Grading systems vary from country to country, and this and the fact that certain properties, particularly centres, chalets and some apartments, have no official grading, does not necessarily reflect on the standard of comfort or the facilities. To assist you we have given as much detail as brochure space allows.

(b) Many hotels may make a charge for the use of optional facilities (eg: swimming pool, sauna, solarium, etc).

(c) Towels and soap are not necessarily provided in all of our accommodation and party leaders are asked to remind members of their group to bring their own supply.

(d) Rooms mostly accommodate 3-4 pupils although some hotels reserve the right to use larger rooms containing more beds where necessary. Bunk beds are also sometimes used. Many French and Belgian hotels have double beds which are traditionally used for parties of schoolchildren however we request that our groups are accommodated one pupil per bed when contracting. In Austria, "Austrian style" twin beds are used, consisting of two single mattresses on a double frame with separate duvets and bed linen. Separate twin beds in Austria are rare and cannot be guaranteed.

(e) Accompanying adults are allocated twin or triple rooms as applicable. Single rooms are not normally available in any of our contracted accommodation. If available, a "single room" supplement (prices on request) is payable for single person occupancy of a room, which may, however, contain more than one bed.

(f) In accordance with common practice, your room will usually be available only after mid-day on arrival and you will usually need to vacate your room by 10.00 hours on the last day.

(g) Our hotels provide three meals per day which usually include a continental breakfast, packed lunch and dinner, unless otherwise specified in the brochure or on your itinerary.

(h) In some centres, run usually by non-profit making organisations on a social tourism basis, guests are expected to help in the running of the establishment. Conditions vary but usually include keeping one's room clean and tidy, self-service in the dining room and returning trays to a central point after meals. The 'help' required is minimal but needs to be clearly understood.

(i) Damage deposits are required by certain accommodations. Where possible we will advise you of this at the time of booking. In Travelbound owned and leased accommodation the amount is £200.00 per group.

18. ALLOCATION OF ACCOMMODATION, FLIGHTS AND FERRIES

In resorts where we feature more than one hotel, chalet or apartment, we ask you to note that our allocation for a specific group is not made until final numbers are received. If you have any accommodation preference, please indicate this on the booking form and we will do our best to meet your requirements. From time to time, it should be noted that we will use additional accommodation not named in our brochure. In such cases, accommodation will be of an equivalent standard as that advertised, and will, of course be inspected and approved by our members of staff.

19. ITINERARIES AND TRAVEL SCHEDULES

(a) All timings and route schedules featured in the brochure act as a guide only and once a booking is confirmed by the ferry company or airline certain amendments may be necessary. A complete itinerary will be forwarded to you two to three weeks prior to departure. Should any major changes occur after that, we will advise you accordingly. Certain services we depend on may, from time to time, change their schedules, e.g. ferry crossings, aircraft schedules and rail timetables, which may affect the overall length of time you spend in

resort. In the event of this occurring we would not accept responsibility for changes that are beyond our control.

(b) It is obviously important that our programme operates to strict time schedules and we would ask for your cooperation with the various final timings given.

(c) Coach itineraries can be varied, but at all times alterations must comply with EU regulations relating to drivers' hours. The final itinerary must be agreed before departure from the UK and only small amendments can be made once the holiday has commenced.

(d) While coach drivers will do their best to point out places of interest and provide information, it should be noted that they are not employed as guides.

20. INSURANCE

Each party member will be provided with our travel insurance cover which is included in the holiday price. The detailed terms and conditions of our insurance cover will be sent to you on booking and can easily be viewed and/or printed online at www.travelbound.co.uk/safety or on request beforehand.

Our travel insurance will provide the services and benefits described in the Policy:

- during the Period of Insurance
- within the Geographical Limits
- subject to the limits of cover, and all other terms, conditions and exclusions contained in this Policy
- for persons who are resident of the UK and who are under 74 years at the date of departure.

This policy has been arranged by Fogg Travel Insurance Services Ltd (Fogg) who with insurers, Europäische Reiseversicherung AG, Munich, Germany (ETI), are authorised and regulated by the Financial Services Authority. Travelbound is an Appointed Representative of Fogg enabling us to arrange travel insurance especially tailored for our holidays.

Summary of Maximum Sums Insured/Limits Under Each Section (Per Insured Person)

Section A Loss of Deposit, Cancellation or Curtailment - Up to £3,000

Section B Emergency Medical Expenses - Up to £5,000,000 / Hospital Benefit - Up to £200

Section C Personal Accident - Up to £25,000

Section D Departure Delay - Up to £100 / Delay Cancellation - Up to £3,000 / Missed departure - Up to £1,000 (In the UK £500)

Section E Personal Baggage - Up to £1,000, Under 18s – Up to £500 / School property – Up to £500 / Single article/valuable limits or delayed baggage – Up to £250

Section F Personal Money – Up to £400, Under 18s – Up to £250 / Cash limit up to £250, Under 18s – Up to £150 / Student Money and Emergency Fund – Up to £5,000 / Loss of Travel Documents – Up to £250.

Section G Personal Liability - Up to £2,000,000

Section H Organisers Liability – Up to £5,000,000

Section I Legal advice and expenses – Up to £10,000 Policy excesses apply to most of sections.

IMPORTANT NOTICE Under the Association of British Insurers General Business Code of Practice we must draw your attention to some of the important features of your insurance policy.

- **INSURANCE POLICY DOCUMENT** This contains full details of the cover provided plus the conditions and exclusions which apply to it. You must read the policy carefully.
- **CONDITIONS, EXCLUSIONS AND EXCEPTIONS** There are conditions and exclusions which apply to individual sections of the policy and general exclusions and conditions which apply to the whole of the policy.
- **HEALTH** At the time of booking you must inform the insurer of all serious or chronic pre-existing illnesses or infirmities relating to all persons on whom the holiday or journey plans depend (which includes close relatives or close business colleagues who may not be travelling). PLEASE NOTE CERTAIN EXEMPTIONS APPLY TO PERSONS UNDER 18 TRAVELLING TO THE UNITED KINGDOM OR EUROPE. You will need to refer to the 'Pre-existing Medical Conditions' section of the policy for full details.
- **CLAIMS FOR POSSESSIONS** these are based on the value of the goods at the time you lose them not on a 'new for old' or replacement cost basis.
- **POLICY LIMITS** Most sections of your policy have limits on the amount the insurer will pay under that section. Some sections also include inner limits, such as a limit for any one item, or for valuables in total.
- **POLICY EXCESSES** Claims under most sections of the policy will be subject to an excess. Where there is an excess, you will be responsible for paying the first part of a claim.
- **REASONABLE CARE** You are required to take all reasonable care to protect yourself and your property and to act as though you are not insured.
- **COMPLAINTS** The policy provides a Complaints Procedure which tells you what steps you can take if you wish to make a complaint.
- **HAZARDOUS ACTIVITIES** The policy may not cover you when you take part in certain hazardous activities. However for an additional charge, the policy can be endorsed to cover certain hazardous activities.
- **'COOLING OFF' PERIOD** Your policy provides a 'cooling off' period during which you can return the policy and get a refund, if you have a justifiable reason for being dissatisfied with the cover it provides.
- **LAW** The policy will be subject to English Law unless otherwise agreed.

21. HEALTH REQUIREMENTS AND RECOMMENDATIONS

At the time of going to press in April 2009 there were no mandatory vaccination requirements for travellers from the UK to destinations featured in our brochure. However, many health authorities advise travellers from the UK to India, China, Mexico and Barbados to obtain immunisation against tetanus, polio, typhoid, hepatitis A and also protection against malaria in some areas. Travellers to India, China and Russia are also recommended to obtain inoculations against diphtheria. Please note that the cost of any immunisation treatment is not, in any case, included in the cost of the holiday. The person signing the Booking Form is entirely responsible for passing any health requirement information to other party members. While we will endeavour to reconfirm any new health requirements at the time of booking, it is your

responsibility to check with your doctor at least two months prior to travel for the latest requirements, recommendations and any costs.

22. PASSPORTS & VISAS

(a) Party Leaders are entirely responsible for ensuring that all members of the group have the correct and valid documentation. We cannot accept responsibility for any failure to comply resulting in any costs or fines being incurred. The information in our brochure is correct at the time of going to press. Whilst we will endeavour to inform you of any new regulations we advise you to check with your passport office or the consulate in question if you have any queries.

(b) For British Citizens - all adults and children of 16 years and over must travel on a full valid British ten-year passport unless otherwise specified.

(c) Clients who are not British Citizens must check with the appropriate consulate for individual visa requirements.

(d) If you need to obtain a new passport you should do so in good time. This normally takes about 4 weeks by post, but this time may vary depending upon which passport office you apply to and the time of year. The Passport Office gives further information on a recorded voice message.

(e) Any visas currently required by British citizens for destinations in the brochure will be specified on the relevant brochure page or price list.

(f) Clients travelling overland to certain European destinations may need to also pass through controls of other countries en-route so this should be allowed for with any passport/visa applications.

(g) Pupils under 18 years may be able to travel on a Collective Passport to most European countries. This amount is not included in the tour price. The Collective Passport application form can be obtained from the Passport Office. For groups travelling to France, Germany, Italy and Austria, pupil identity cards are also required.

(h) When travelling to the US you must have the correct passport to travel on the Visa Waiver Programme or have obtained the correct visa, valid for your stay. Each person wishing to visit the US must have either

i) an e-passport (if your passport is issued after 26 October 2006), or a machine readable passport containing a digital photograph (if your passport is issued after the 26 October 2005) and a Visa Waiver Form

ii) a valid passport and a valid visa which must be obtained before travel from the US authorities. Children and minors wanting to travel with a Visa Waiver form must hold their own Machine Readable Passport or e-passport. Please note that the nationals of some countries can only travel to the US if they have a valid visa as they are not eligible for the Visa Waiver Programme. As of 1st of September 2008, the US authorities have introduced a requirement for passengers travelling under the Visa Waiver Programme to register for Electronic Travel Authority. For additional specifics about the VWP please consult the VWP information on the U.S. Embassy London website.

www.usembassy.org.uk Passengers who have not applied for and receive travel authorisation via ESTA prior to travel may be denied boarding, experience delayed processing or be denied admission at the U.S port of entry. However, neither possession of a visa, nor meeting the basic requirements for travelling visa-free on the VWP, guarantees admission to the

United States. As with most countries, the final determination of admissibility is made by immigration officials at the port of entry. Important reminder: If you are refused boarding or denied admission at the US port of entry you will still be subject to our cancellation charges in accordance with the terms of our contract with you. We recommend that you carry your ESTA approval with you when you travel and you register at least 72 hours before departure. All queries in relation to this requirement should be addressed via the US Embassy Consular department.

23. TRAVEL DELAY ASSISTANCE

In the event of a long travel delay of more than 12 hours your group will be completely looked after by Travelbound thus relieving you of the effort of having to claim from the Insurance Company.

24. PARTY LEADERS' RESPONSIBILITIES

In signing the Booking Form the party leader also accepts responsibility for the good conduct of all participants during the holiday and warrants that at least one responsible adult will be on active duty at all times to ensure that all participants behave well. Furthermore, it is the party leader's responsibility specifically to ensure that:

- (a) No participant less than 18 years of age consumes alcoholic drinks unless written permission from a parent or guardian can be produced.
- (b) All local laws relating to the consumption of alcohol are at all times obeyed by participants.
- (c) No participant consumes alcohol to excess.
- (d) No participant smokes in a hotel bedroom (or at all in apartments) or in any other way causes a fire hazard.
- (e) Participants act in a responsible fashion during the holiday and do not behave in a way likely to cause damage to property, or damage or offence to other people.

25. AGES AND EXTRA ADULTS

- (a) Our prices are valid and applicable for pupils up to 18 years of age in full time education. The adult supplement is applicable for clients who are 18 years and over at the time of travel.
- (b) Additional adults in excess of the numbers offered as 'free places' can normally be accepted at a supplement quoted by our office.
- (c) Especially during high season it should be stressed that single, twin or double room requests must be kept to a minimum, and are strictly subject to written confirmation by the Company.

26. DATA PROTECTION POLICY

To ensure that your holiday runs smoothly, we need to use information such as your name and address, special needs, dietary requirements, etc. We will apply appropriate security measures to protect this data.

However, we must pass it to suppliers of your travel arrangements, including airlines, hotels and transport companies. We may also supply it to security or credit checking companies, and to public authorities such as customs and immigration. If your holiday is outside the European Economic Area (EEA), controls on data protection in your destination may not be as strict as in the

UK. We will only pass data, including sensitive information regarding disabilities or dietary and religious requirements, to people responsible for your travel arrangements. If we cannot pass this information to the relevant suppliers, in the EEA or elsewhere, we cannot provide your booking. When you make this booking, you consent to this information being passed to the relevant people. We can supply a copy of your information held by us; there is a small charge for providing this. We may use this information to contact you with details of other products and services offered by other TUI Travel LC Group companies, or by its trading partners. If you do not want this service, please write to Travelbound, Olivier House, 18 Marine Parade, Brighton, East Sussex, BN2 1TL.

Travelbound April 2009

NOTICE This is a notice required by European Community Regulation (EC) No.889/2002. This notice cannot be used as a basis for a claim for compensation, nor to interpret the provisions of the Regulation or the Montréal Convention, and it does not form part of the contract between the carrier(s) and you, nor part of a claim. No representation is made by the carrier(s) as to the accuracy of the contents of this notice.

AIR TRAVEL CONDITIONS OF CARRIAGE

You must comply with the conditions of carriage applied by land, sea and air carriers. The provisions of the Montréal Convention concerning the carriage of passengers and their luggage by air, and the airlines' conditions of carriage, may apply to you and your party during your flight, and during boarding and disembarkation. These provisions and conditions may limit or exclude liability for death or personal injury, or the loss of or damage to luggage, and may make special provisions for valuables. We will supply a copy of the conditions of carriage applicable to your holiday, and the Montréal Convention, if you request them.

MONTRÉAL CONVENTION

Air carrier liability for passengers and their baggage:

This information notice summarises the liability rules applied by Community air carriers as required by Community legislation and the Montréal Convention. **Compensation in the case of death or injury:** There are no financial limits to the liability for passenger injury or death. For damages up to 100,000 SDRs (approximately £80,000 / €120,000) the air carrier cannot contest claims for compensation. Above that amount, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault. **Advance payments:** If a passenger is killed or injured, the air carrier must make an advance payment, to cover immediate economic needs, within 15 days from the identification of the person entitled to compensation. In the event of death, this advance payment shall not be less than 16000 SDRs (approximately £13,000 / €19,300). **Passenger delays:**

In case of passenger delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for passenger delay is limited to 4150 SDRs (approximately £3,300 / €5,000). **Baggage delays:** In case of baggage delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for baggage delay is limited to 1000 SDRs (approximately £800/€1,200).

Destruction, loss or damage to baggage: The air carrier is liable for destruction, loss or damage to baggage up to 1000 SDRs (approximately £800) In the case of checked baggage, it is liable even if not at fault, unless the baggage was defective. In the case of unchecked baggage, the carrier is liable only if at fault. **Higher limits for baggage:** A passenger can benefit from a higher liability limit by making a special declaration at the latest at check-in and by paying a supplementary fee. **Complaints on baggage:** If the baggage is damaged, delayed, lost or destroyed, the passenger must write and complain to the air carrier as soon as possible. In the case of damage to checked baggage, the passenger must write and complain within seven days, and in the case of delay within 21 days, in both cases from the date on which the baggage was placed at the passenger's disposal.

Liability of contracting and actual carriers: If the air carrier actually performing the flight is not the same as the contracting air carrier, the passenger has the right to address a complaint or to make a claim for damages against either. If the name or code of an air carrier is indicated on the ticket, that air carrier is the contracting air carrier. **Time limit for action:** Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived. **Basis for the information:** The basis for the rules described above is the Montréal Convention of 28 May 1999, which is implemented in the Community by Regulation (EC) No 2027/97 (as amended by Regulation (EC) No 889/2002) and national legislation of the Member States. Part of TUI Travel PLC. The standard luggage allowance will be shown on your air ticket/s. Please contact your airline for check-in details. Your initials and the spelling of your name must be identical on your ticket and in your passport. Your passport and travel documents must be intact, you may not be able to travel if they are damaged or have been tampered with.

EU Airline Blacklist: 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 within the EU Community. The Community list is available at www.air-ban.europa.eu.

Medical Conditions: If you have a medical condition, serious illness, recently undergone surgery, or have suffered a recent accident, you must advise us and you may need to be cleared for travel by your airline which will involve obtaining a Fitness to Fly Certificate from your GP. All requests for medical clearance must be submitted to the airline at least 4 working days before the date of departure. Conditions that require medical clearance include respiratory, coronary or infectious illness. **Flights and Flight Times:** Flights are operated by UK, European and international scheduled, charter and low-cost airlines. Some destinations may be served by flights that need to stop en-route, in which case we will tell you when flight times have been released. Actual flight times are shown on your tickets. Flight times are local times based on the 24-hr system