

BOOKING CONDITIONS

YOUR CONTRACT IS WITH POWDER BYRNE INTERNATIONAL LTD, A MEMBER OF ABTA.

1. YOUR HOLIDAY CONTRACT

When you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these booking conditions. A contract will exist as soon as we issue our confirmation invoice. This contract is made on the terms of these booking conditions, which are governed by English Law, and the jurisdiction of the English Courts. If you had not seen 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 or to your travel agent, 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 9 weeks of travel.

2. YOUR FINANCIAL PROTECTION

When you buy an ATOL protected air holiday package from Powder Byrne you will receive a Confirmation Invoice from us or via our authorised agent through which you booked confirming your arrangements, showing the amount of money paid by you and your protection under our Air Travel Organiser's Licence number 2763.

In the unlikely event of 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.

Powder Byrne is also a member of ABTA with membership no. V4890. As such, holidays, which do not include flights, are similarly protected according to ABTA's rules and we abide by ABTA's Code of Conduct. For a copy of the Guide to ABTA's Scheme of Financial Protection please visit the ABTA website at www.abta.com

You should check the details on your invoice and itinerary carefully and contact us immediately if there are any discrepancies.

3. YOUR HOLIDAY PRICE

When you make your booking you must pay a minimum deposit of £400 per person. The balance of the price of your travel arrangements must be paid at least 8 weeks before your departure date. If the deposit and/or balance is not paid in time, we shall cancel your travel arrangements. If the balance is not paid in time we shall retain your deposit. All monies you pay to the travel agent are held by him on our behalf at all times. The price of your travel arrangements were calculated using exchange rates quoted by The Royal Bank of Scotland on 01 Oct 2010 in relation to the following currencies: Euro 1.1506, US Dollar 1.5743, Swiss Franc 1.5405, AED 5.8066. The price of your travel arrangements can be varied due to changes in transportation costs such as fuel, scheduled airfares and any other airline cost changes which are part of the contract between airlines (and their agents) and the tour operator. Also government action such as changes in VAT or any other government imposed changes and currency changes in relation to an exchange rate variation. In the case of any small variation, an amount equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges, will be absorbed or retained. For larger variations this 2% will still be absorbed for increases but not retained from refunds. In either case there will be an administration charge of £1 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 may cancel your travel arrangements and receive 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. Whether you cancel or not you will also be entitled, on the terms set out in respect of major changes in paragraph 6 below, to accept an offer of alternative travel arrangements from us if we are able to do so and compensation as set out below.

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.

4. IF YOU CHANGE YOUR BOOKING

If, after our confirmation invoice has been issued, you wish to change your travel arrangements in any way, for example your chosen departure date or accommodation, we will do our utmost to make these changes but it may not always be possible. Any request for changes to be made must be in writing from the person who made the booking or your travel agent. You will be asked to pay an administration charge of £50 per person and any further cost we incur in making this alteration. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible.

Note: Certain travel arrangements (e.g. flights booked online) may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangements.

5. IF YOU CANCEL YOUR HOLIDAY

You, or any member of your party, may cancel your travel arrangements at any time. Written notification from the person who made the booking or your travel agent on your behalf must be received at our offices. Since we incur costs in cancelling your travel arrangements, you will have to pay the applicable cancellation charges up to the maximum shown in clause 6.

Note: If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

6. IF WE CHANGE OR CANCEL YOUR HOLIDAY

It is unlikely that we will have to make any changes to your travel arrangements, but we do plan the arrangements many months in advance. 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 or your travel agent of them at the earliest possible date. We also reserve the right in any circumstances to cancel your travel arrangements. For example, if the minimum number of clients required for a particular travel arrangement is not reached, we may have to cancel it. However, we will not cancel your travel arrangements less than 8 weeks before your departure date, except for reasons of force majeure or failure by you to pay the final balance. 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 (we will refund any price difference if the alternative is of a lower value). If it is necessary to cancel your travel arrangements, we will pay to you compensation as set out in this clause. Please note that carriers such as airlines used in our brochure 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, change of accommodation to another of the same standard. If we make a major change to your holiday, we will inform you or your travel agent as soon as reasonably possible if there is time before your departure. You will have the choice of either accepting the change of arrangements, accepting an offer of alternative travel arrangements of comparable standard from us if available (we will refund any price difference if the alternative is of a lower value), 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 opposite.

BOOKING CONDITIONS CONTINUED

Period before departure within which notice of cancellation or major change is received by us or notified to you	Amount you will receive from us if we make a major change to your holiday	Amount you will receive from us if we cancel your holiday	Amount of cancellation charge if you cancel your holiday
More than 56 days	£0	Deposit only	Deposit only
More than 35 days	£0	100% of holiday cost + £0	45% of holiday cost
More than 21 days	£30	100% of holiday cost + £30	60% of holiday cost
More than 8 days	£40	100% of holiday cost + £40	80% of holiday cost
Less than 8 days	£50	100% of holiday cost + £50	100% of holiday cost

The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

Force Majeure: This means that we will not pay you compensation if we have to cancel or change your travel arrangements in any way because of unusual or unforeseeable circumstances beyond our control. These can include, for example, war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions.

7. IF YOU HAVE A COMPLAINT

If you have a problem during your holiday, please inform the relevant supplier (e.g. your hotelier) and our Resort Manager immediately, who will endeavour to put things right. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to our Customer Services Department at 250 Upper Richmond Road, London SW15 6TG, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to identify your concerns quickly and speed up our response to you. It is strongly suggested that you communicate any complaint to the supplier of the services in question as well as to our representative without delay and complete a report form whilst in resort. If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in resort and this may affect your rights under this contract.

8. WHAT HAPPENS TO COMPLAINTS

Disputes arising out of, or in connection with, this contract which cannot be amicably settled may be referred to arbitration, if the customer so wishes, under a special Scheme arranged by the Association of British Travel Agents, and administered independently by the Chartered Institute of Arbitrators. The scheme provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on the customer in respect of costs. Full details will be provided on request or can be obtained from the ABTA website www.abta.com. 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 Arbitrators within 9 months of the date of return from the holiday. Outside this time limit arbitration under the scheme may still be available if the company agrees, but the ABTA Code does not require such agreement. For injury and illness claims, you may like to use the ABTA/Chartered Institute of Arbitrators Mediation Procedure. This is a voluntary scheme and requires your tour operator 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.

9. OUR LIABILITY TO YOU

(i) We accept responsibility for ensuring that your travel arrangements, which you book with us, are supplied as described in our brochure. 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 the enjoyment of your travel arrangements. Subject to paragraph (ii) below our liability in all cases shall be limited to a maximum of two times your basic holiday price. (iii) 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 or the law you have chosen under clause 1 above. (iv) 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 (250 Upper Richmond Road, London SW15 6TG).

10. 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, 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.

11. CONDITIONS OF CARRIAGE

The contractual terms of the companies that provide the transportation for your travel arrangements will apply to this contract. These may contain terms which affect your rights to compensation. You may ask for copies of the relevant conditions of carriage from our offices.

Our brochure and website is our responsibility, as your tour operator. It is not issued on behalf of, and does not commit the airlines mentioned herein or any airline whose services are used in the course of your travel arrangements. Please note that in accordance with Air Navigation Orders in order to qualify for infant status, a child must be under 2 years of age on the date of its return flight.