

# Fair Trading Agreement

Our Fair Trading Agreement sets out clearly and simply the responsibilities, which we at Travelpack have to you and which in turn, you have to us when a contract is made between us. In these Booking Conditions "you" means the person named on the booking (including anyone who is added or substituted at a later date). "We" means Travelpack Marketing and Leisure Services Ltd. When signing the booking form for your holiday you will sign on behalf of yourself and others named in your party that you have read, understood and accepted this Fair Trading Agreement and the holiday information provided in this brochure. Our specification of that holiday and our terms are clearly stated in this brochure, which was published in September 2006. Your contract is entered into with Travelpack Marketing and Leisure Services Ltd. This Fair Trading agreement applies to all holidays sold from this brochure.

## YOUR CONTRACT WITH US

**1. You Pay A Deposit** When you make your booking you must complete and sign a booking form accepting and understanding that all bookings are accepted subject to booking conditions and pay a deposit of £125 per person or any supplier specified deposit. On Tailor Made holidays to Goa a deposit of 15% of the total holiday price is required. Accommodation only bookings command a £50 per person fee, or one nights accommodation, whichever is the greater. You must also pay applicable insurance premiums if you wish to purchase the insurance we offer. If you book your holiday through an authorised travel agent of Travelpack, any monies you pay to that agent for your holiday will be held by the agent on our behalf until they are paid to us or refunded to you.

**2. Holiday Insurance** We strongly advise that you should take out insurance to cover you in the event of illness, personal injury or death during the course of your holiday and for cancellation. We recommend that you take our insurance, details of which are contained elsewhere in this brochure, but you may elect to insure elsewhere provided you write the name and contact number of your insurance company and policy number (if applicable) on your booking form. We do not check alternative policies. It is your responsibility to ensure you and all members of your party take out insurance which is sufficient for your particular needs and to arrange additional cover if necessary. Please read your policy before departure and take it with you on holiday.

**3. You Pay The Balance** The balance of your holiday cost must be received by us at least 8 weeks prior to your departure via the office at which you made your booking. If you make your booking 8 weeks or less before departure you must pay the full cost at the time of booking. If the balance is not paid in full and on time we will write to you or telephone you to remind you that payment is due. If you have not paid within 7 working days of receiving our reminder, we reserve the right to treat the holiday as cancelled by you, retain your deposit and apply cancellation charges as set out in paragraph 5) "If You Cancel Your Holiday".

**4. If You Change Your Booking** If, after your confirmation has been issued you wish to change your holiday booking we will do our best to help, although changes cannot be guaranteed, provided written notification is received at our offices from the person who signed the Booking Form or their Travel Agent. This must be accompanied by payment of £25 per person to cover administration costs plus any additional costs incurred by us or imposed by our suppliers. These costs can be up to the full value of the booking.

## OUR PROMISE TO YOU

**1. We Reserve Your Holiday** A binding contract between us comes into existence when your booking is confirmed to us over the telephone, via website or the Internet or in all other cases when we dispatch our confirmation invoice. We both agree that any dispute, claim or other matter which arises out of or in connection with your contract or holiday will be dealt with by the Courts of England and Wales only (unless you opt for arbitration under Clause 6 of "Our Promise to You") except if you live in Scotland or Northern Ireland in which case proceedings may be brought in the Courts of your home country. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract governed by the law of Scotland/Northern Ireland as applicable.

**2. Your Holiday Price** Holiday prices include return economy class air travel, overseas transfers, accommodation and meals as specified in the holiday description, plus VAT where applicable. Unless specifically indicated in the holiday itinerary or description contained in this brochure, entrance fees, guide fees, city sightseeing tours and optional excursions are not included in the holiday cost.

## CHANGES TO PRICES

We reserve the right to increase or decrease the prices of unsold holiday arrangements and correct errors at any time.

## PACKAGES ONLY

Once the price of your chosen holiday has been confirmed at the time of booking then, subject to the correction of errors, we will only increase or decrease the price in the following circumstances. Price increases or decreases after booking will be passed on by way of a surcharge or refund. A surcharge or refund (as applicable) will be payable, subject to the conditions set out in this clause, if transportation costs or duties, taxes or fees payable for services such as increases/decreases to fuel prices, government imposed fees, landing taxes or embarkation or disembarkation fees at ports or airports increase or decrease. Or our costs increase or decrease as a result of any adverse or favourable changes in the exchange rates, which have been used to calculate the cost of your holiday. Even in the above cases we will absorb increases up to a total amount equivalent to 2% of the holiday price, which excludes insurance premiums, and any amendment charges. Only amounts in excess of this 2% will be surcharged. If this means paying more than 10% of the holiday price (excluding insurance premiums and amendment charges) you will be entitled to cancel your holiday and receive a full refund of all money paid to us except for any premium for holiday insurance and amendment charges or alternatively purchase an alternative holiday from us as referred to in clause 3 below ("If we change or cancel your holiday"). We will also pay you compensation as detailed in and in accordance with the conditions set out in clause 3 below. Should you decide to cancel or purchase another holiday from us because of this you must exercise your right to do so within 14 days from the issue date printed on the invoice. Please note 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. We promise not to levy a surcharge within 30 days of departure.

## FLIGHT ONLY BOOKINGS

Flight only bookings are subject to the terms and conditions of the airline that you are travelling with. We reserve the right at any time before departure to pass on any increase in cost levied by the airlines. This may be increased taxes, fuel cost, government imposed fees, any adverse or favourable changes in the exchange rates. All prices printed in this brochure are based on the exchange rate and other known costs as at the 12th September 2006, in the former case as set out below.

£1=1.85 US Dollars. £1=85.00 Indian Rupees. £1=69.50 Thai Baht. £1=6.75 Malaysian Ringgit. £1=2.90 Singapore Dollars. £1=14.00 Hong Kong Dollars. £1=14.25 Chinese Yuan. £1=55.00 Mauritius Rupees. £1=1.45 Euros. £1=0.70 Omani Rial. £1=6.90 Dirham. We reserve the right to correct errors in both advertised and confirmed prices. We will do so as soon as we become aware of the error. Please note changes and errors occasionally occur. You must check the price of your chosen holiday at the time of booking.

**3. If We Change Or Cancel Your Holiday** We start planning the holidays we offer many months in advance. Occasionally, we have to make changes to, and correct errors in, the 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. However, we promise we will only cancel your confirmed booking 8 weeks or less before departure where you have failed to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time) or where we are forced to do so as a result of circumstances outside our control/force majeure as defined in clause 4 below. We will not cancel after this date for any other reason. Most changes are minor. Occasionally, we have to make a "significant change". "Significant changes" means the following changes when made before departure; 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 accommodation area for the whole or a major part of the time you are away, a change of outward departure time or overall length of time you are away of twelve or more hours, a change in outward departure airport to one that is more inconvenient for you (and except as between Gatwick and Heathrow), in the case of tours, a significant change of itinerary missing out one or more major destination substantially or altogether.

Please note: a change of or reduction in quality of one or more single overnight hotels or a change of commentary from English only to multilingual which includes English on touring and part touring holidays will not be a significant change. This and all other changes are minor changes. If we have to make a significant change or cancel, we will tell you or your travel agent as soon as it is reasonably possible. If there is time to do so before departure, we will offer you the choice of the following options:

(a) Accepting the changed arrangements.

(b) Purchasing another holiday from us. We will offer you at least one alternative holiday of equivalent or higher standard providing one is available for which you will not be asked to pay any more than the price of the original holiday. If this holiday is in fact less expensive than the original one, we will refund the price difference. If you do not wish to accept the alternative holiday we specifically offer you, you may choose any of our other available holidays. You must pay the applicable price of any such holiday. This will mean you're paying more if it is more expensive or receiving a refund if it is less expensive.

(c) In the case of cancelling or accepting the cancellation in which case you will receive a full refund of all monies you have paid to us. If we have to notify you of a significant change or cancel before departure, we will, as a minimum, where compensation is due pay you the compensation payments set out in the table below depending on the circumstances and when

**5. If You Cancel Your Holiday** You or any member of your party may cancel your holiday at any time provided that the person who signed the Booking Form and is communicated makes the cancellation to us in writing via the office at which you made your booking. Please note, we and/or our suppliers may impose different cancellation charges from those stated below depending on the particular package in question and/or method of transport and/or type of ticket booked (for example Apex tickets). These may be higher than those set out below. Where different cancellation charges apply to your chosen arrangements, we will advise you of these at the time of booking. Depending on the reason for your provided cover cancellation you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of your Insurance policy. Claims must be made directly to the insurance company concerned. These charges are calculated the date we receive your written notification.

## Number of days before departure written notification is received by us

Number of days before departure	Cancellation charge per person
More than 60 days	Deposit
60-31 days	50%
30-0 days	100%

## Holidays with Charter Flights

## Number of days before departure written notification is received by us

Number of days before departure	Cancellation charge per person
More than 60 days	Deposit
60-45 days	50%
44-0 days	100%

## NOTES IN ADDITION TO THE ABOVE

(1) We reserve the right to charge any supplier levied cancellation charges if greater than those above or below.

(2) Flight only bookings are subject to the airlines cancellation charges plus an administration fee of £25 per person.

(3) Hotel Accommodation Only up to 7 days prior to departure a cancellation fee of £50 or two night's accommodation whichever is greater. Some hotels require higher cancellation charges; check at the time of booking.

Note: There is no refund on used or partially used Hotel Accommodation. A £25 administration fee will also be levied on any unused hotel voucher.

**6. If You Have A Complaint** If you have a complaint during your holiday please inform the courier/representative and the supplier of the service(s) in question immediately who will do his/her best to help you straight away. If the matter cannot be resolved to your satisfaction you must notify us in writing giving us full details within 28 days of the completion of your holiday and this must be to Travelpack at the address shown on the Booking Form. You must quote your booking reference number, holiday number and departure date. If you fail to follow the simple complaints procedure, your right to claim any compensation you may otherwise have been entitled to may be affected or even lost as a result.

The significant change or cancellation is notified to you. Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where (1) 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 which include but are not limited to those amounting to "force majeure" (see clause 4 below) or (2) we have to cancel because the minimum number of bookings necessary for us to operate your holiday has not been reached - in this case we will notify you no less than 8 weeks before your scheduled departure date. No compensation will be payable 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).

## Period before departure in which significant change or cancellation is notified to you.

Period before departure in which significant change or cancellation is notified to you.	Compensation payable per person
Over 29 days	£10
28-15 days	£15
14-8 days	£20
7-0 days	£25

In all cases, our liability for significant changes and cancellations is limited to offering you the above mentioned options and, where applicable, compensation payments. We regret we cannot pay any expenses, costs or losses incurred by you as a result of any change or cancellation. No compensation is payable for minor changes. A minor change is any change which, taking account of the information you have given us at the time of booking or which we can reasonably be expected to know as a tour operator, we could not reasonably expect to have a significant effect on your confirmed holiday. Very rarely, we may be forced by "force majeure" (see clause 4 below) to change or terminate your holiday after departure but before the scheduled end of your time away. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result.

**4. 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 6(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.

**5. What Happens To Complaints** We can normally agree an amicable settlement of the few complaints we receive. However disputes arising out of or in connection with, this contract which cannot be amicably settled may be referred to arbitration, if you so wish, 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 restrictive 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](http://www.abta.com)). This 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 nine 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.

**6. Our Liability To You** Please note this clause does not apply to any bookings of one type of service only (e.g. flight only, accommodation or car hire only).

(1) We promise to make sure that all parts of the holiday we have agreed to arrange, perform or provide as part of our contract with you are performed or provided with reasonable skill and care. We will accept responsibility if any death, personal injury, failure or deficiency of your holiday arrangements is caused by any fault of ours, or our agents or suppliers. When we talk about "fault" above, this means failure by ourselves or our agents or suppliers (as applicable) to use reasonable skill and care in performing or providing the service in question. Please note it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim. 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: -

(a) The fault of the person(s) affected or any member(s) of their party or

(b) The fault of a third party not connected with the provision of your holiday which we could not have predicted or avoided or

(c) An event or circumstance which we or the supplier of the service(s) in question could not have predicted or avoided even after taking all reasonable care (see clause 4 above).

(d) The fault of anyone who is not carrying out work for us (generally or in particular) at the time.

In addition, we will not be responsible where you do not enjoy your holiday or suffer any problems because of a reason you did not tell us about when you booked your holiday or where any problems you suffer did not result from any breach of our contract or other fault of ourselves or, where we were responsible for them, our suppliers or agents or where any losses, expenses, costs or other sum you have suffered relate to any business. 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.

(2) 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 give 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 holidaymaker to refuse to take the holiday in question.

**7. Other Items** (a) You are responsible for ensuring that you are at the correct departure point at the correct time and we cannot be liable for any losses or expense suffered if you are not. As soon as you receive your confirmation invoice and tickets, please check the details carefully and inform us immediately if any information which appears on the confirmation or any other document appears to be incorrect, as it may not be possible to make changes later. We regret that we cannot accept liability if you are not notified of any inaccuracies in any document within fourteen days of our sending it out (five days for tickets). We will do our best to rectify any mistake notified to us outside these time limits but you must meet any costs involved in doing so. The only exception to this requirement

to meet any costs is where we made the mistake and there is good reason why you did not tell us about it within these time limits.

(b) We reserve the right to refuse a booking or terminate your holiday in the event of unreasonable conduct which in the opinion of ourselves or some other person in authority causing or is likely to cause damage, distress, danger or annoyance to other clients, employees or any third party or damage to property. In the event of such termination our responsibilities towards the person concerned and their holiday arrangements will immediately cease. Full cancellation charges will apply and we will be under no obligation to make any refund, pay any compensation or meet any expenses or losses you or that person incur as a result. When you book with us, you accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss must be paid direct at the time to the accommodation owner or manager

or other supplier. If you fail to do so, you will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full legal costs) as a result of your actions.

(c) PASSPORTS & VISAS British Citizens require a full ten year British passport. A Visitor's passport is NOT accepted. For passports issued after the 5th October 1998 Persons under 16 years cannot travel on their parent's passports and are required to have their own individual passport. 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. It is your responsibility to ensure that you are in the possession of the correct travel documents. Please check the requirements at the time of booking and good time before departure.

(d) HEALTH - Requirements are subject to change and passengers are reminded that they are responsible for complying with entry and health requirements of all countries they intend to visit. A Department of Health leaflet (Ref "T3") 'A Traveller's Guide to Health Free available on request or may be obtained free from our Doctor, Travel Agent or by phoning Free phone 0800 555777. Requirements may of course change and all clients must check the up to date position in good time before departure. We regret we cannot accept liability if you are refused entry onto any transport or into any country due to failure on your part to carry the correct documentation. If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly.

(3) We limit the maximum amount we may have to pay you for any and all claims or parts of claims, which do not involve personal injury, illness or death. Except where loss of and/or damage to luggage or personal possessions is concerned or a lower limitation of liability applies to your claim, the maximum amount we will have to pay you for such non personal injury claims if we are found liable to you on any basis is twice the holiday price (excluding insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your holiday. Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money), the maximum amount we will have to pay you is £25 per person affected as you are assumed to have taken out adequate insurance at the time of booking. Please also see sub clause 4 below.

(4) Where any claim or part of a claim concerns or is based on any travel arrangements (including the process of getting on and 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 which applies to the travel arrangements or hotel stay in question (for example, the Warsaw Convention as amended for international travel by air and/or for airlines with an operating licence granted by an EU country, the EU Regulation on Air Carrier Liability for national and international travel by air, the Athens Convention for international travel by sea). 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.

(5) You must provide our insurers and ourselves with all assistance we may reasonably require. 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 our insurers and us if our insurers or we want to enforce any rights, which are transferred.

(6) In the event of delays we will try to minimise the inconvenience to you so far as is possible, practical and appropriate in the circumstance prevailing at the time. However in the majority of cases the airline will arrange extra meals in the event of delay.

(7) Please remember that some amenities (e.g. lifts, swimming pools, etc) require servicing or cleaning and we cannot therefore guarantee that they are always available. Some services may also be affected by weather conditions and their availability is entirely at the discretion of the provider of the service. Entertainment provided by hotels is frequently subject to demand and its nature and/or frequency may be varied if there is a lack of demand or insufficient number staying in the hotel.

(8) If you or any member of your party suffers illness, injury or death, through misadventure, as a result of an activity which does not form part of your contracted holiday arrangements, we will provide you with all reasonable assistance. This assistance may include our making a contribution towards your initial legal costs in taking action against the person(s) responsible providing you request this within 90 days of the incident in question. All assistance (financial or otherwise) is subject to our reasonable discretion and a maximum total cost to us of £5,000 per booking form. If you are entitled to have any costs and expenses arising from such an incident met by or from an insurance policy or if you obtain a costs order against anyone in relation to the incident, you must repay to us the costs and expenses we spend in assisting you.

**7. Conditions Of Carriage** Independent suppliers provide many of the services, which make up your holiday. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions (see clause "Our responsibilities" clause 6 (4)). Copies of the relevant parts of these terms and conditions are available on request from us or the suppliers concerned.

**8. Special Requests and Medical Problems** If you have any special requests, you must ensure it is clearly noted on your booking form at the time of booking. Although we will endeavour to pass any reasonable requests on to the relevant supplier, we regret we cannot promise that any request will be complied with unless we have specifically confirmed this in writing. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your Confirmation 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.

If you or any member of your party has any medical problem or disability, which may affect your holiday, please tell us before you confirm your booking so that we can advise as to the suitability of the chosen arrangements. In any event, you must give us full details in writing at the time of booking. If we reasonably feel unable to properly accommodate the particular needs of the person concerned, we must reserve the right to decline their reservation or, if full details are not given at the time of booking, cancel when we become aware of these details.

**Prices and Brochure Accuracy** Please note, the information and prices shown in this brochure may have changed by the time you come to book your holiday. Whilst every effort is made to ensure the accuracy of the brochure and prices at the time of printing, regrettably errors do occasionally occur. You must therefore ensure you check all details of your chosen holiday (including the price) with your travel agent or us at the time of booking. This brochure is our sole responsibility. It is not issued on behalf of and does not commit any independent organisation/carriers whose services are featured in it. 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/often be lower.

**Flights** The flight timings given on booking are for general guidance only and are subject to change. The latest timings will be shown on your confirmation invoice. However, the actual flight times will be those shown on your tickets, which will be despatched 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 despatched - we will contact you as soon as possible if this occurs. We strongly suggest you reconfirm your flights at least 72 hours prior to departure in the event of any changes. We are not always in a position to confirm the airline, aircraft type and airport of destination, which will be used in connection with any flight included in your holiday. When this information is provided at the time of booking or subsequently, it is subject to change. Any such change will not entitle you to cancel or change to other arrangements without paying our normal charges.