

4 | BOOKING CONDITIONS

Please read the following conditions and the General Information section carefully. The signing of the booking form constitutes acceptance of these conditions by the client. The booking conditions still apply even if for some reason the booking form has not been completed e.g. a late booking by telephone. A binding contract will come into force between us at the time we send out our confirmation invoice. Your contract is with Cedarberg Travel Ltd of 5 Oriol Court, 106 The Green, Twickenham, TW2 5AG (Reg: 298 1718) and is subject to English law and the exclusive jurisdiction of the Courts of England and Wales. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you wish to do so.

1 PAYMENT AND CONFIRMATION INVOICE

To book your holiday, you must sign and return a completed booking form together with the deposit requested, generally £250 per person up to 25% per person travelling. The balance of payment due must be received by us at least 9 weeks prior to the date of departure - you will not receive a reminder. If you do not pay the balance in time we may cancel your booking and retain your deposit. In the case of bookings made less than 9 weeks before the date of departure, full payment must accompany the booking form. When we receive your booking form and deposit, we will reserve your chosen travel arrangements and will send you, or your agent, our confirmation invoice. Although we will endeavour to meet, where possible, special requests made in writing on your booking form, no guarantee can be given.

2 TRAVEL DOCUMENTS

Travel documents will normally be forwarded to you 10 to 14 days before the date of departure unless you have made a late booking or late payment. It is your responsibility to ensure that you have all the necessary travel documents and tickets in your possession including passport, insurance policy, visas and medical certificates. Guidance is given in our brochure for EC Passport holders. The name(s) listed on your confirmation invoice will appear on your airline tickets and must match the name(s) on your passport(s). Airlines will not permit passengers to travel who cannot comply with all regulations.

3 YOUR HOLIDAY COST, PRICE CHANGES AND SURCHARGES

(i) The prices set out in our price guide are indicative of sample itineraries, accurate at the time of publication, but cost elements may vary dependent upon your travel requirements. You will be advised of the current price of the holiday that you wish to book before your contract is confirmed.

(ii) All monies you pay to the travel agent are held by him on our behalf at all times.

You can choose to pay for your holiday in full when booking in which case your holiday price will be fixed at the price quoted at that time. If you only pay a deposit, changes in transportation costs, including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports and exchange rates mean that the price of your travel arrangements may change after you have booked. However there will be no change within 30 days of your departure. We will absorb any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that, plus an administration charge of £1.00 per person together with an amount to cover agents' commission. If this means that you have to pay an increase of more than 10% of the price of your travel arrangements, you will have the option of accepting a change to another holiday if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid, except for any amendment charges.

We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice.

Should the price of your holiday go down due to the changes mentioned above, by more than 2% of your holiday cost, then any refund due will be paid to you. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

4 IF YOU WISH TO MAKE CHANGES

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 (£25), 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. Apex Tickets) 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.

Should one or more members of a party cancel, it may increase the per person holiday price of the remaining members. If a member of your party is prevented from travelling, but you wish to transfer the arrangements to another person, cancellation fees will not be charged. However, both the original traveller and his replacement will be liable for additional costs incurred in making the transfer (which may be significant), reasonable notice must be given and it must be possible to book a new airline seat in the replacement name. Insurance premiums are non-refundable.

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. On group escorted tours we reserve the right to change and substitute hotels, as necessary. 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 9 weeks before your departure date, except for reasons of force majeure or failure by you to pay the final balance. If we have to cancel your arrangements or if a 'major' change occurs, such as a change of accommodation to that of a lower official category or a change of the departure or return flight by more than 12 hours for holidays of 13 nights or less, or more than 24 hours (but not flight delay) for holidays of 14 nights or more, you will have the choice either of accepting the change of arrangements, taking other travel arrangements from us or cancelling your arrangements and receiving a full refund. If it is necessary to cancel your travel arrangements, we will pay to you compensation as set out in this clause.

In accordance with EU Regulation 2111/2005 we are required to advise you of the actual carrier operating your flights. We do this by listing carriers to be used or likely to be used on www.cedarbergtravel.com/flights. Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible and in all cases at check-in or at the boarding gate. 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.

FORCE MAJEURE

Cedarberg Travel Ltd, accepts no responsibility for and shall not be liable in respect of any loss or damage or alterations, delays or changes arising from circumstances outside its control including, but not limited to, war or threat of war, riot, civil strife, industrial dispute, terrorist activity (actual or threatened), natural and nuclear disaster, fire or adverse weather conditions, government action, technical problems with transport, machinery or equipment, power failure, natural or nuclear disaster, level of water in rivers, closure or congestion of airports, epidemic or pandemic illness.

7 TRAVEL INSURANCE

We are especially concerned that all our clients are adequately insured (in case of illness abroad or cancellation/curtailment). By choosing not to be insured you agree to indemnify the Company against all costs, losses and liabilities which we may incur and which are not our liability under this contract and which would have been avoided had suitable insurance cover been taken by you.

8 OUR LIABILITY TO YOU

Cedarberg Travel Ltd is a member of AITO, ABTA V7598 and is licensed by the Civil Aviation Authority ATOL number 3748 and fully bonded to protect client payments and repatriation.

If your travel agent purchases travel arrangements from us, which your travel agent then combines with other elements to form a package then the travel agent will be your holiday organiser and you will have a contract with them. If Cedarberg has sold you all components of your holiday then our liability is as follows:

(i) We accept responsibility for ensuring the holiday which you book with us is of a reasonable standard. If any part is not provided as promised, except in cases amounting to force majeure, or where we or

our suppliers have not been at fault, or situations outside our control, we will pay you appropriate compensation if this has adversely affected the enjoyment of your holiday. (ii) We accept responsibility for the acts and/or omissions of our employees, agents and suppliers except where they lead to death, injury or illness. (iii) Further, we accept responsibility for death, injury or illness caused by the negligent acts and/or omissions of our employees or agents, together with our suppliers or subcontractors whilst acting within the scope of, or in the course of their employment in the provision of your holiday. We will accordingly pay to our clients such damages as might be awarded in such circumstances under English Law or the law you have chosen under paragraph 1.

(iv) We accept liability for matters that arise as a direct result of our negligence and or breach of contractual duty to exercise care in making arrangements for you.

However, in respect of carriage by air, sea and rail and the provision of accommodation, our liability in all cases will be limited in accordance with the relevant international conventions, (e.g. Warsaw Convention as amended for international travel by air and/or, for carriers with an operating licence granted by an EU country, the EU Regulation on Air Carrier Liability for international and national travel by air, Athens Convention for international travel by sea)

(v) It should be noted that the acceptance of liability on the part of the Company referred to in (i), (ii) and (iii) above is subject to assignment by you of your rights against any servant agent or supplier of the Company which is in any way responsible for the failure of your holiday arrangements or any death or personal injury you may suffer.

(vi) The amount of compensation to which you are entitled will be limited by

(a) The contractual terms of the companies that provide the transportation for your travel arrangements. These terms are incorporated into this contract; and

(b) The Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation that you can claim for death, injury or loss of or damage to luggage. We are to be regarded as having all benefit of any limitation of compensation contained in these conventions. Copies of the transport companies' contractual terms, or the international conventions, available on request.

9 PERSONAL INJURY (UNCONNECTED WITH ARRANGEMENTS MADE BY US)

If the contract we have with you is not performed or is improperly performed as a result of failures attributable to a third party unconnected with the provision of the services, or as a result of failures due to unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which we or our suppliers, even with all due care, could not foresee or forestall, and you suffer an injury or other material loss, we will offer you such prompt assistance as is reasonable in the circumstances.

10 EXCURSIONS

Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your package holiday provided by us.

11 FLIGHT ROUTINGS, TIMINGS AND DELAYS

Under EU law (Regulation 261/2004) you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. However reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in clause 6. If any payments to you are due from us, any payment made to you by the airline will be deducted from this amount. If your airline does not comply with these rules you should complain to the Air Transport Users' Council on 020 7240 6061 www.auc.org.uk

In the event of delayed departure, the airline will be responsible for making any necessary arrangements. Arrangements for refreshments and, if necessary, for overnight accommodation in the event of a lengthy delay will be the responsibility of the airline concerned. However, if these delays have led to onward flight connections being missed, the carrier is not responsible for any costs involved, or for any unused holiday services, though they will offer a remedy, subject to their conditions of carriage. This brochure 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.

12 COMPLAINTS AND PROBLEMS

We do our best to give you an enjoyable, trouble-free holiday but occasionally even the best-laid plans can go wrong. In the event of a problem whilst you are on holiday, please inform the relevant supplier (e.g. hotel manager) and our local representative immediately. This gives us the opportunity to investigate and put things right. If the matter cannot be resolved locally, please send details of your complaint to us in writing within 28 days of your return.

We are a member of ABTA, membership number V7598. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you an arbitration scheme for the resolution of disputes arising out of, or in connection with this contract. Further information on the Code and arbitration can be found at <http://www.abta.com/heretohelp.shtml>

The arbitration scheme is arranged by ABTA and administered independently by the Chartered Institute of Arbitrators. It provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on you in respect of costs. Full details will be provided on request or can be obtained from the ABTA website. The Scheme does not apply to claims for an amount greater than £5,000 per person. There is also a limit of £25,000 per booking form. Neither does it apply to claims which are solely in respect of physical injury or illness or their consequences. The Scheme can however deal with compensation claims which include an element of minor injury or illness subject to a limit of £1,000 on the amount the arbitrator can award per person in respect of this element. The application for arbitration and Statement of Claim must be received by the Chartered Institute of 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. 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 us to agree for mediation to go ahead. The aim is to help you resolve your dispute in a quick and cost effective way. Details on request or from www.abta.com.

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13 SEASONAL FACTORS AND RESORT FACILITIES

A great deal of care has been taken to ensure the accuracy of the information within this brochure. However, facilities and services may not be open or available due to renovation/maintenance works, adverse weather, management/owners discretion etc. Where we are aware that a facility or service will not be available during the period of your holiday, we will take steps, wherever possible, to notify you prior to travel. Public holidays and religious festivals throughout the year (particularly Ramadan) may have an impact on the ambience of a destination and the reliability of shops, banks and other facilities.

14. DATA PROTECTION

Please be assured that we have measures in place to protect the personal booking information held by us. This information will be passed on to the relevant suppliers of your travel arrangements. The information may also be provided to public authorities such as customs or immigration if required by them, or as required by law. Certain information may also be passed on to security or credit checking companies. If you travel outside the European Economic Area, controls on data protection may not be as strong as the legal requirements in this country. We will only pass your information on to persons responsible for your travel arrangements. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary/religious requirements. (If we cannot pass this information to the relevant suppliers, whether in the EEA or not, we will be unable to provide your booking. In making this booking, you consent to this information being passed on to the relevant persons.) Full details of our data protection policy are available upon request.

We will hold your information, where collected by us, and may use it to inform you of offers or to send you brochures. If you do not wish to receive such approaches in the future, please write to us at 5 Oriol Court, 106 The Green, Twickenham Middlesex TW2 5AG.

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	IF WE MAKE A MAJOR CHANGE TO YOUR HOLIDAY	IF WE CANCEL YOUR HOLIDAY	IF YOU CANCEL YOUR HOLIDAY
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	Amount you will receive from us	Amount of cancellation charge
More than 63 days	£10	Deposit Only	Deposit Only
More than 44 days	£15	100% of holiday cost (+£15)	30% of holiday cost
More than 30 days	£20	100% of holiday cost (+£20)	60% of holiday cost
Less than 30 days	£30	100% of holiday cost (+£30)	100% of holiday cost
The compensation that we offer does not exclude you from claiming more if you are entitled to do so.			