

TRAVELSCOPE HOLIDAYS LTD - BOOKING CONDITIONS

We know that your holiday is important. We want you to enjoy it and continue to entrust your holiday arrangements to us in future. We want to be sure that you understand your commitment when making a booking. Please, therefore, spend a few minutes reading the booking conditions below, together with the information in the brochure, since they detail our obligations to you once you have made a booking. Please call us if you need any clarification or advice. References to "you" and "your" include all persons on whose behalf a booking is made.

1. THE COMPANY: Your contract is with Travelscope Holidays Ltd., Pioneer Avenue, Gloucester GL3 4AW, registered in England No 2545702, referred to as "we" and "us" in these conditions, which form part of the contract. By making a booking you agree to these conditions. 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 documents to us within 7 days of receipt of this document. If you do, your booking will be cancelled and your monies returned in full.

2. PAYMENT: Your booking must be made with the appropriate deposit (or full payment if the booking is within eight weeks of departure), together with the insurance premium (if required). The booking is not confirmed until the date shown on your confirmation/invoice, which is when this contract comes into existence. We will send you a confirmation/invoice normally within seven days of our receiving the booking and deposit (or full payment). This will confirm details of the booking and show any outstanding balance. Usually the balance of your holiday cost must be paid no later than eight weeks before departure. The date for any further deposit payments (if applicable) and the final payment is shown on the confirmation/invoice. No reminder will be sent. If the balance is not received by the due date then we reserve the right to cancel your booking, and levy cancellation charges, as set out below. Please note that a 2.75% administration charge will be added to all balances paid by credit card. A charge is not made if you are paying a deposit or if you pay in full when booking.

3. IF YOU CANCEL YOUR BOOKING: Cancellation is only effective when written notice of your wish to cancel is received in our office from the person who made the booking. We will charge a cancellation fee according to the date shown on your confirmation/invoice. The cancellation fee will be written in the instructions we receive by Travelscope. Cancellation fee shown as % of holiday costs (excluding insurance premium)

More than 56 days	Deposit only
43 - 56 days	30% or deposit if greater
29 - 42 days	45% or deposit if greater
15 - 28 days	60% or deposit if greater
5 - 14 days	75% or deposit if greater
0 - 4 days	100 %

4. IF YOU CHANGE YOUR BOOKING: If you want to amend your booking we will do our best to help. We will, however, make an amendment charge of £20 per person (maximum £80 per booking form per amendment), together with any further costs we incur in making the alteration. You should be aware that these costs could increase the closer to the departure date that changes are made, and please note particularly that changes made to airline reservations can often be costly. All amendments must be confirmed to us in writing by the person who made the booking. Please note that if the booking amendment involves a change of name, insurance premiums are not transferable.

5. IF WE CANCEL YOUR BOOKING: For some holidays a minimum number of passengers is required for a tour to operate. Cancellations by us may sometimes be necessary and we reserve the right to cancel your holiday in any circumstances. In this event, except when the cancellation is as a result of your failure to pay the balance when due, you will be offered the choice of an alternative holiday (if available) or a full refund of all monies paid. If we cancel your holiday within 8 weeks of the departure date, you should receive compensation on the scale set out below, except where the cancellation is due to circumstances beyond our control. This does not affect your statutory rights.

Period before departure date	Prices of basic holiday per person		
	Up to £200	£201 - £500	Over £500
More than 56 days	NIL	NIL	NIL
56 - 15 days	£5	£10	£20
14 - 0 days	£10	£20	£30

6. IF WE CHANGE YOUR BOOKING: It is unlikely that we will have to change your booking, but arrangements are made many months in advance and sometimes changes become necessary. We must, therefore, reserve the right to make changes to the arrangements described in this brochure. If a major change is necessary we will inform you as soon as we can. A major change includes a change of departure time from the U.K. of more than 12 hours, a change of destination (i.e. country), or offering accommodation with a lower classification than that advertised (except in the case of en route hotels). Please note that a change of sea port is not classified as a major change where coach transfers between a UK town and the relevant sea port are included in the holiday cost. In the case of Channel arrangements from ferry to Eurotunnel or vice versa, no major change is a change of cruise vessel to another of a similar standard. Should you decide not to accept a major change we will offer an alternative holiday (if available) or offer credit towards another Travelscope holiday or refund all monies paid plus compensation on the above scale. If you accept a replacement holiday which is cheaper, we will refund the difference in price. Compensation payments do not apply to changes because of reasons of force majeure or due to circumstances outside of our control. Such circumstances include war or threat of war, civil strife, terrorist activities, adverse weather conditions, or nuclear disaster, industrial dispute, fire and all similar events outside our control. We reserve the right to make changes to our advertised itineraries arising from the consequences of traffic, weather conditions, diversions, or any other operational reasons, or other reasons of force majeure, including any event which we or the supplier of the service(s) in question could not, even with due care, foresee or avoid.

7. OUR RESPONSIBILITY FOR YOUR HOLIDAY:

(a) We accept responsibility for ensuring that your holiday is supplied in accordance with these conditions and to a reasonable standard commensurate with the price of your holiday. We have taken all reasonable care to ensure that suppliers such as hotels, coach and ferry companies are reputable concerns and that they comply with local and national laws and regulations.

(b) In the unlikely event that your holiday is not provided as set out in 7(a) above, we accept liability in accordance with Regulation 15 of the Package Travel, Package Holidays and Package Tours Regulations 1992 for damage caused to you by the failure to properly perform or the improper performance of this contract, unless the failure or improper performance is due neither to our fault or the fault of our supplier(s) of services, because (i) the failures which occur in the performance of the contract are attributable to you; (ii) such failures are attributable to a third party unconnected with the provision of the services contracted for, and are unforeseeable or unavoidable; or (iii) such failures are due to circumstances beyond our control, or the control of us or our supplier(s) the consequences of which could not have been avoided even if all due care had been exercised; or such failures are due to an event which we or our supplier(s), even with all due care, could not foresee or forestall.

(c) If you suffer damage other than personal injury, the maximum amount of compensation we will pay you is twice the basic price of the holiday for the person(s) affected.

(d) It is important to note that in certain circumstances our liability to make compensation payments to you and your right to make a claim is limited by International Conventions. Section 8 of these conditions deals with this more fully and you should read this section carefully.

(e) If we pay you compensation, you agree to assign to us and/or our insurers all rights you may have to pursue a claim against a third party and to provide us and/or our insurers with all assistance that is required.

(f) If you suffer illness, injury or death through misadventure during the period of the holiday, arising out of an activity which is not supplied under this contract, we may, at our discretion, offer assistance to you provided that you inform us of the incident within 90 days of your return from holiday. Where legal action is contemplated and you want our assistance, you must obtain our written consent prior to the commencement of proceedings and subject to you undertaking to assign any costs, and/or benefits received under any relevant insurance policy to us. Our assistance is limited to £5,000 per booking. If your claim is successful you must repay to us the amount of any financial assistance we have given you as soon as you receive your compensation.

(g) Sports tours: National and international sports fixtures, concerts and other special events are operated by third parties from whom we obtain tickets. We accept no responsibility for the conditions of your holiday or services. Cancellation or curtailment of such events is an extremely unusual occurrence, and is totally beyond our control. We are unable to accept any responsibility to refund or compensate for changes to an itinerary arising from such cancellations or curtailments. We will make every effort to make suitable alternative arrangements, if possible, and in the unlikely event of a cancellation, we will pass on any refund obtained for the service not provided.

8. TRAVEL BY AIR AND WATER:

(a) If your holiday involves travel by air and/or water we will use carriers (such as airlines or shipping companies) to enable that travel to take place. The carriers' conditions of carriage will apply to such travel and form part of the contract between you and the carrier. The relevant carrier's conditions for your holiday are available from us upon request. However, you should be aware that the conditions of carriage will limit the circumstances in which and the amount of compensation that can be claimed. In certain cases, liability to pay compensation may be excluded.

(b) In the case of travel by air, the conditions will incorporate limits and exclusions set by the Warsaw and/or Montreal Conventions. These limit the time for making a claim to two years and limit the amount of compensation that can be recovered both for damages for personal injury and other damage. In the case of personal injury, damages can only be claimed for "bodily injury" and this does not include psychological or psychiatric injury. Furthermore the amount that can be claimed is limited in most cases to about £81,000. It is also possible for the carrier to rely upon certain defences, such as showing it took all necessary measures to avoid the damage, or that the damage was caused or contributed to by you. These too, may limit the amount of compensation that is payable or mean that no compensation is payable.

(c) In the case of travel by water, the conditions will incorporate limits set by the Athens Convention. The Convention limits the time for making a claim to two years and limits the amount of compensation payable for damages for personal injury to the amount of compensation payable for death or permanent disability. Defences are also available which will reduce the amount of compensation payable or mean that no compensation is payable. You should ensure that you have adequate insurance for personal possessions as liability for loss of these items is excluded in most circumstances.

(d) In all cases our liability shall be limited to the extent that we would have to pay damages if we were the carrier itself.

9. LAW: This contract shall be governed by English Law and the jurisdiction of the English Courts. You may, however, choose the jurisdiction of Scotland or Northern Ireland.

10. RIGHTS OF REFUSAL AND INDEMNITY: We expect our clients to have consideration for their fellow passengers. If you behave in such a way as is likely, in our opinion or the opinion of any person in authority, to cause offence, danger, damage or distress to others, we reserve the right to terminate your holiday at any time. In this event, your responsibility for your holiday will immediately cease and we will not be liable for any costs or expenses incurred by you as a result. Full cancellation charges will apply and we will be under no obligation whatsoever for any refund, compensation or loss you may incur. If your actions or those of any member of your party cause damage to the accommodation in which you are staying or to the vehicle, train, ship or aircraft in which you are travelling, or cause delay or diversion in any means of transportation, you agree to fully indemnify any claim (including legal costs) made against us by or on behalf of the owners of such accommodation or the means of transportation.

11. IF YOU HAVE A COMPLAINT: In the unlikely event that you feel dissatisfied with your holiday, please inform the relevant supplier (e.g. your hotelier) and our representative immediately, so that the matter may be resolved straightaway. If the matter cannot be resolved on the spot please ask our representative for a Holiday Report Form which you must complete immediately. One copy will be given to you to keep, and one copy will be sent to our Head Office. Please follow up your complaint in writing within 28 days of your return from holiday. We will deal with your complaint promptly, carefully and fairly, but if you fail to follow this procedure we will have been deprived of the opportunity to investigate your complaint at the time and this may affect your rights under this contract. If a dispute arising out of this contract cannot be settled amicably

you can refer to arbitration under a special Scheme arranged by ABTA, administered independently by the Chartered Institute of Arbitrators. The scheme (details of which are supplied upon request) provides for a simple and inexpensive method of arbitration on documents alone with restricted liability in respect of costs. 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. Neither does it apply to claims which are solely in respect of physical injury or illness or death or personal injury. The Scheme does not cover personal injury claims which include death or a 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 must be made within nine months of the date of return from the holiday, except if we agree otherwise.

12. BOOKING WITH CONFIDENCE: We are a fully bonded member of ABTA (membership no. V5060), and hold Air Travel Organiser's Licence No 4555 issued by the Civil Aviation Authority, ensuring your financial protection and high standards of professionalism and reliability. In the unlikely event of our insolvency, ABTA and 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.

13. HOLIDAY INSURANCE: It is a requirement of booking that you take out the special insurance that we have arranged, underwritten by Fortis Insurance, or alternatively arrange a policy providing comparable or greater cover including a 24 hour emergency service. Should you decide on an alternative policy, you will have to supply us with details of the cover, name and address of insurer, policy number and policy expiry date prior to departure. If you do not take out this insurance and provide us with the requested details we reserve the right to refuse to travel through failure to obtain a passport or visa. A passport or photographic driving licence is required for identification on UK domestic air travel, and for short cruises, even if the ship does not leave the UK.

British citizens travelling to USA and Canada do not usually require a visa although one is required if your passport is not machine-readable. However, BRITISH SUBJECTS DO REQUIRE A VISA FOR TRAVEL TO USA. Children and babies must hold their own passport for travel to USA regardless of their age.

15. PRICE POLICY: We reserve the right to increase or decrease advertised prices at any time prior to your booking. Once booked, the price of your holiday can be varied due to changes in transportation costs such as fuel, government action, and currency. In the case of small variations, an amount equivalent to 2% of the holiday price excluding insurance premiums and any amendment charges will be absorbed or retained. For larger variations, the 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. If this means that you will have to pay an increase of more than 10% of the holiday price, you will have the option of accepting a change to another holiday if we have one, or cancelling and receiving a full refund of all monies paid, except for any amendment charges. Should you decide to cancel because of this, you must do so within 14 days from the issue date printed on the invoice. Flight and hotel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your holiday due to contractual and other protection in place.

16. TRAVEL AND RESORT INFORMATION: We make every effort to include as much information about the resorts, hotels, vessels and excursions in the brochure as possible and all information has been checked and is correct at the time of going to press. Occasionally the availability of certain services may vary according to season, weather conditions, lack of demand, essential maintenance work or other circumstances beyond our control - we cannot accept any liability for cancellation or curtailment in these instances. Unless otherwise stated, our holiday prices are per person based upon the shared occupancy of twin or double bedded rooms. Rooms of other configurations are available on request. Please indicate clearly your preferred choice. Single rooms are available on most departures at a reasonable supplement (except on some themed departures when no supplement will apply), but may often be smaller than a twin/double room. Private facilities provide a WC and either a bath or shower, and will be solely for your use. Your brochure will give details of any meals included in your package - where evening meals is included; this will normally be a set menu. Any hotel ratings given are for general guidance only. Ratings listed correspond to local classifications and may not be comparable with those of other standards. Occasionally we may provide an alternative hotel to that advertised in the brochure. However, this will be at least of the standard advertised. The term 'hotel' includes pensions, gasthofs, motels and other equivalent establishments according to local classifications. In some European countries, it is common in family run properties for accommodation to be provided in a building separate from the building containing the restaurant and bar areas. Very occasionally when dinner is provided either as part of the package, or as an optional extra, it may be provided in an establishment other than the main hotel. Minor alterations may be made to arrangements, for example the taking of excursions programmes which are intended to improve or maintain the quality of service offered by taking account of local events, prevailing weather or transport conditions, etc.

Holidays by coach: In the interest of all our clients, smoking is NOT permitted on any of our coaches. Seats are allocated by our reservations department prior to departure and take into account, as far as possible, any preferences requested. Please co-operate with your driver/tour escort as to the allocation of seats on board your coach. Unless allocated, these seats are reserved for the duration of your holiday. On some coaches there may be smoking areas. Please note that coaches used for transfers, or "feeder" vehicles such as taxis or minibuses, used to reduce the overall journey time to the destination, may not be equipped with all the advertised facilities. In addition, in exceptional circumstances such as mechanical breakdown, we reserve the right to accommodate passengers in vehicles which do not have all the advertised facilities. Please note that any timings given are provisional, and for guidance purposes only and may be subject to change. Final timings and hotel details will be advised with your travel documents, which are sent approximately 7 days prior to departure. Holidays departing from certain areas may depart early in the morning or late the previous evening. The pick up points shown on your booking form are operated subject to minimum numbers, and when insufficient numbers are requested for a departure point we reserve the right to pick up passengers at the nearest available point.

If a triple or family room is requested a twin/double room with extra bed(s), which may be camp or folding beds, may be provided.

Infants aged 0-2 years will be charged £60.00 on all coach holidays. They will be allocated a seat on the coach and if they are unable to use a lapstrap seatbelt unaided you must provide a suitable car seat.

Holidays by air: We use the charter and scheduled flights of major airlines as detailed in the brochure. All prices are based on travel in economy class. Airline schedules are liable to change, sometimes at short notice, and our bookings may be subject to change. Please note that coaches used for transfers, or "feeder" vehicles such as taxis or minibuses, used to reduce the overall journey time to the destination, may not be equipped with all the advertised facilities. In addition, in exceptional circumstances such as mechanical breakdown, we reserve the right to accommodate passengers in vehicles which do not have all the advertised facilities. Please note that any timings given are provisional, and for guidance purposes only and may be subject to change. Final timings and hotel details will be advised with your travel documents, which are sent approximately 7 days prior to departure. Holidays departing from certain areas may depart early in the morning or late the previous evening. The pick up points shown on your booking form are operated subject to minimum numbers, and when insufficient numbers are requested for a departure point we reserve the right to pick up passengers at the nearest available point.

The baggage allowance for your flights will be confirmed in your travel documents. We ask all customers on each touring holiday to limit baggage to one piece plus hand luggage per person. If you are booking for you connecting flights from UK airports, we try to secure the most appropriate timings. However, due to availability or scheduling it may be necessary to spend some time at your transfer airport. Full details will be supplied with your travel documents.

If a triple or family room is requested, generally a room with two double beds will be provided. If extra beds are imperative, these may be of a rollaway type and may result in a very cramped room.

Ocean cruise holidays: Cabin types are detailed in the brochure - please indicate clearly your preferred choice on your booking form.

Would you please note that the Captain of the ship shall have absolute discretion as far as safe navigation or safety or comfort of the passengers during the cruise is concerned, and may alter the route, itinerary or timing of the cruise at any time for any reason.

If you are taking advantage of our complimentary coach transfers to port, please note that smoking is NOT permitted on any of our coaches. Final timings will be sent with your travel documents. Transfers departing from certain areas may depart early in the morning or late the previous evening. The pick up points shown on your booking form are operated subject to minimum numbers, and when insufficient numbers are requested for a departure point we reserve the right to pick up passengers at the nearest available point.

Passengers agree to be bound by the ship owner's terms & conditions of carriage, a copy of which is available on request.

17. SPECIAL REQUESTS: Please advise us in writing at the time of booking of any special requests relating to rooms, seating on board the coach, health/dietary requirements etc. We will try to meet these requests wherever possible but cannot guarantee to do so as these are often dependent upon our suppliers and they do not always have the facilities to meet such requests. The notice of a special request in the confirmation/invoice does not necessarily signify confirmation that the special request will be complied with.

Our cruises are suitable for people of all ages, except for children under the age of 6 months and women who are more than 28 weeks pregnant at the date of travel. Cruises are not suitable for passengers who are totally confined to a wheelchair; they are, however, suitable for wheelchair users with restricted mobility, provided that these passengers are accompanied by an able-bodied fellow passenger.

It is particularly important that we are advised in writing of any disabilities or medical conditions which may affect your holiday, as coaches can be difficult to get on and off and some of our hotels do not offer ground or low floor access. We will do our best to accommodate those that are handicapped or have restricted mobility.

18. OPTIONAL EXCURSIONS: Optional excursions are detailed in your brochure and are often available as a discounted package if pre-booked. We reserve the right to alter the advertised programme if necessary. Some excursions may be subject to weather conditions and attaining minimum numbers. Your tour escort will advise you of full details. No money is refunded should you miss an excursion for whatever reason.

19. DATA PROTECTION POLICY: 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 for security 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 to persons responsible for your travel arrangements. This applies to any sensitive information that you give 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 on request.

20. TRAVEL DELAYS: Occasionally delays will occur. We will work closely with airlines, ferry companies and other carriers to ensure that you are kept informed of any changes to the programme. Refreshments, when appropriate, but these arrangements will normally be the responsibility of the carrier. Our travel insurance policy provides cover against delays.

21. HEALTH AND TRAVEL ADVICE: To keep up to date with the latest health and travel advice, we recommend the following government agency websites: www.fco.gov.uk/travel for Foreign Office travel advice, and www.doh.gov.uk for information from the Department of Health.