

Booking Conditions

Please read carefully

Your contract is with Fast Track Holidays Limited trading as Virgin Holidays Cruises, a subsidiary of Virgin Holidays Limited a member of ABTA with membership number W9716 for package holidays. For any holidays which we sell as agent for other companies we will be operating under ABTA membership number J1138, and your contract will be with the provider of the service. The following Terms in this brochure shall have the meanings set out below when used in these Booking Conditions:

'We', 'Our', 'Us', means Virgin Holidays Cruises, a trading name of Fast Track Holidays Ltd, a subsidiary of Virgin Holidays Ltd

'Holiday' means the Virgin Holidays Cruises Holiday booked by you or any person on your behalf

'Force Majeure' means any circumstances which are unusual and/or unforeseeable which are beyond the control of Virgin Holidays Cruises, the consequence of which could not have been avoided even if all due care had been exercised, including (but not limited to) war or threat of war; riot; civil strife; hostilities; political unrest; government action; industrial dispute; natural or other disaster; nuclear incident; terrorist activity; weather conditions; closure of airports; fire; flood; drought; re-scheduling or cancellation of flights or alteration of the airline or aircraft type by an airline and technical problems with transportation and all similar events outside our control

'Major Change' refers to a change of resort area for the whole or a major part of your holiday, a change of accommodation to that of a lower official classification for the whole or a major part of your holiday, a change of UK departure airport (excluding change of London airports), a change of outward departure time or overall length of your holiday of twelve or more hours, a significant change of itinerary missing out one or more major destinations substantially or altogether.

'Package' means a package as defined in the Package Travel Package Tours and Package Holidays Regulations 1992.

These conditions apply to all Holidays and govern your relationship with Virgin Holidays Cruises. Please read them carefully before making a booking.

1. Your booking

When a booking is made, the 'lead name' on the booking guarantees that he or she has the authority to accept and does accept on behalf of all members of your party the terms of these booking conditions. After we receive your booking and all appropriate payments, if the arrangements you wish to book are available, we will issue a confirmation invoice. A binding agreement will come into existence between us when we dispatch this invoice to the 'lead name'. This agreement is governed by English Law, and the jurisdiction of the English Courts. You may, however, choose the law and jurisdiction of Scotland or Northern Ireland if you wish to do so.

It is important to check the details on your invoice when you receive it, or if booking late, that all the details are exactly as you requested. In the event of any discrepancy, please contact us immediately as it may not be possible to make changes later.

2a. Prices and brochure accuracy

The information and prices shown in this brochure may have changed by the time you come to book your arrangements. Although we make every effort to ensure the accuracy of the brochure information and prices at the time of printing, regrettably errors do occasionally occur. You must therefore ensure you check the price and all other details of your chosen arrangements with us at the time of booking.

2a. Pricing conditions

Prices advertised are per person and based on 2 adults sharing a twin cabin & twin room (where a stay is applicable). Lead prices for inside, outside and balcony cabins are based on the lowest grade available. Prices are correct at the time of printing (Sept 2008), however, these are capacity controlled and are subject to availability.

3. Passports, visas, health requirements and travel documents

The passport, visa and health requirements applicable to British citizens for the arrangements we offer are shown on our website. It is your responsibility to ensure that you are in possession of all necessary travel and health documents before departure. We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry 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. In the event we are asked to re-issue tickets that have been lost, destroyed or stolen and we agree to do so, any charges incurred as a result of this will be payable by you.

4. Insurance

We consider adequate travel insurance to be essential. Information about the policy we offer can be found on our website. Please read your policy and take it with you on holiday. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs.

5. Your financial protection

When you buy an ATOL protected air package or a flight from us you will receive a confirmation invoice from us confirming your arrangements and your protection under our Air Travel Organiser's licence number 6625. In the unlikely event of our insolvency the CAA will ensure that you are not stranded abroad or will arrange to refund any money you have paid to us for an advance booking except where your contracted arrangements with us do not include transport to and from the UK. In this case, if already abroad, you will be returned to the point where your contracted arrangements with us commenced. For further information, visit the ATOL website at www.atol.org.uk. The price of your holiday includes £1 per person as part of the ATOL Protection Contribution (APC). This charge is shown on your confirmation invoice. If you book arrangements other than a package holiday from this brochure which are not flights, the financial protection referred to above does not apply.

6. Paying for your holiday

In order to confirm your chosen arrangements, you must pay a deposit (or full payment if booking within 13 weeks of departure). You must also pay all applicable insurance premiums if you wish to purchase the insurance policy we offer. The balance of the cost of your arrangements (including any surcharge where applicable) is due not less than 13 weeks prior to departure. If we do not receive this balance in full and on time, we reserve the right to treat your booking as cancelled by you in which case the cancellation charges set out in clause 9 below will become payable. Direct payments to Virgin Holidays Cruises by credit card will incur a charge of 2.5% (3.5% American Express) and 1% for debit cards, of the total value of the payment being made. Late bookings made within 10 days prior to departure may require ticket pick-up at the airport. An administration charge may apply and will be confirmed at time of booking.

7. Your holiday price

The prices in this brochure are correct at the time of printing (September 2008), however, we reserve the right to raise or lower the price at any time. We also reserve the right to correct errors in both advertised and confirmed prices (both before and after your confirmation has been issued). Please note, changes and errors sometimes occur.

Before you make a booking we will give you the up to date price including the cost of any peak-season supplements, upgrades or additional facilities which you have requested. Any increase in price may appear as a flight supplement.

In respect of Packages, changes in fees (including transportation costs, fuel costs, dues, taxes, fees such as landing taxes or embarkation/disembarkation fees at ports/airports and exchange rates) and services mean that the price of your travel arrangements may change after you have booked your holiday. However, there will be no change to the cost of your holiday within 30 days of departure. In relation to package holidays, we will absorb and you will not be charged for any increase equivalent to up 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. If this means that you have to pay an increase of more than 10% of the price of your travel arrangements (excluding insurance premiums and amendment charges), 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 monies paid, except for any amendment charges and cancellation charges already incurred. 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. The price of your travel arrangements has been calculated using the rate of exchange rates on 1 August 2008 and known costs on that date.

For arrangements which are not Packages, we reserve the right to pass on any cost increase to you in full.

Aviation duty

The UK government has announced their intention to replace Air Passenger Duty, with a new Emissions Tax, known as Aviation Duty, with effect from 1st November 2009. At the time of producing this brochure, we are not aware of the final details of the new duty and prices have therefore been calculated as if Air Passenger Duty continues to be in effect. In the event that our costs increase as a result of the change, we reserve the right to adjust the prices shown in this brochure to reflect those changes in costs. **For arrangements which are not Packages, we reserve the right to pass on any cost increases to you in full.**

8. If you change your booking

If, after our confirmation invoice has been issued, you wish to change your travel arrangements in any way, 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 from the 'lead name' on the booking. You will be asked to pay an administration charge of £25 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. Only one change of departure date, per booking may be permitted. Further changes may be treated as a cancellation by you and result in cancellation charges being applied.

For all bookings taken for which we are acting as agent, we will pass on your request to the relevant service provider, but unfortunately we cannot guarantee that your request will be met when it is received in writing by us.

Note: Certain arrangements may not be amended after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements. In some cases, any changes made may mean you having to pay for the cancelled arrangements and purchasing new ones at full cost.

9. If you cancel your holiday

You, or any member of your party, may cancel your travel arrangements at any time. Written notification by mail, email, or fax from the 'lead name' on the booking, must be received at our offices. Since we incur costs in cancelling your travel arrangements, you will have to pay the applicable cancellation shown in the grid below (in addition to a £75 per person administration charge in each case).

PERIOD BEFORE DEPARTURE WITHIN WHICH NOTICE OF CANCELLATION IS RECEIVED BY US IN WRITING	% OF TOTAL BOOKING PRICE*
More than 91 days	Loss of Deposit
57-90 days	40%
29-56 days	60%
15-28 days	75%
7-14 days	90%
Less than 7 days	100%

NB:- The cancellation charges shown above apply to all Nile Cruise bookings.

*Where the standard deposit is increased to secure specific facilities or extras, which are non-refundable in whole or part, then the scale of cancellation charges will be based on the % of the cost of all other arrangements, or loss of deposit, as applicable, and the non-refundable charges will be added to that cancellation charge to give the total charge. Our cancellation charges are a percentage of the total holiday cost, not including your insurance premium which is non-refundable. These charges are based on how many days before your departure we receive your cancellation notice and not when your correspondence was sent to us. Insurance premiums and amendment charges are not refundable in the event of the person(s) to whom they apply cancelling.

Please note, any amendments/cancellations inside these periods will be subject to the standard charges stated in clause 9.

Please note that, in the case of cancellation after receipt of documents, no refund will be given unless unused tickets are returned to us.

Please note if only some members of your party cancel, in addition to incurring the applicable cancellation charges, we will recalculate the holiday cost for the remaining travellers. You may have to pay the extra room charges such as single-room supplements.

In cases where cancellation charges made by our suppliers are higher than the cost of the deposit, we will pass the charge on to you. For full details, please ask and we will notify you of the specific charges applicable to your booking.

Note: Certain arrangements may not be cancelled after they have been confirmed and any cancellation could incur a cancellation charge of up to 100% of that part of the arrangements.

Cruise cancellation charges

For any bookings which we make as an agent on your behalf, cancellation charges will be those imposed by the service provider, plus a £75 per person administration charge. We are bound by the conditions imposed on us by our suppliers which in certain cases do not provide any refund for cancellation. Our cruise suppliers will impose the following charges in the event of your cancellation.

P&O Cruises/Ocean Village/ Princess Cruises/Cunard Line

PERIOD BEFORE DEPARTURE WITHIN WHICH NOTICE OF CANCELLATION IS RECEIVED BY US IN WRITING	% OF TOTAL BOOKING PRICE
Up to 57 days	Loss of Deposit
56-42 days	45%
41-16 days	75%
15-5 days	90%
less than 5 days	100%

Costa Cruises

PERIOD BEFORE DEPARTURE WITHIN WHICH NOTICE OF CANCELLATION IS RECEIVED BY US IN WRITING	% OF TOTAL BOOKING PRICE
Up to 46 days	10% or loss of deposit (whichever is greater)
45-16 days	25%
15-11 days	50%
10-2 days	75%
less than 2 days	100%

Carnival Cruise Lines - European sailings

PERIOD BEFORE DEPARTURE WITHIN WHICH NOTICE OF CANCELLATION IS RECEIVED BY US IN WRITING	% OF TOTAL BOOKING PRICE
Up to 58 days	loss of deposit
57-15 days	50%
less than 15 days	100%

Carnival Cruise Lines - all other sailings

PERIOD BEFORE DEPARTURE WITHIN WHICH NOTICE OF CANCELLATION IS RECEIVED BY US IN WRITING	% OF TOTAL BOOKING PRICE
Up to 48 days	loss of deposit
47-8 days	50%
less than 8 days	100%

Royal Caribbean International

PERIOD BEFORE DEPARTURE WITHIN WHICH NOTICE OF CANCELLATION IS RECEIVED BY US IN WRITING	% OF TOTAL BOOKING PRICE
Up to 57 days	loss of deposit
56-29 days	45%
28-4 days	75%
less than 4 days	100%

Norwegian Cruise Line (NCL)

PERIOD BEFORE DEPARTURE WITHIN WHICH NOTICE OF CANCELLATION IS RECEIVED BY US IN WRITING	% OF TOTAL BOOKING PRICE
Up to 61 days	loss of deposit
60-42 days	45%
41-16 days	75%
15-5 days	90%
less than 5 days	100%

Fred Olsen Cruise Lines

PERIOD BEFORE DEPARTURE WITHIN WHICH NOTICE OF CANCELLATION IS RECEIVED BY US IN WRITING	% OF TOTAL BOOKING PRICE
Up to 57 days	loss of deposit
56-42 days	45%
41-16 days	75%
15-5 days	90%
less than 5 days	100%

Island Cruises

PERIOD BEFORE DEPARTURE WITHIN WHICH NOTICE OF CANCELLATION IS RECEIVED BY US IN WRITING	% OF TOTAL BOOKING PRICE
Up to 57 days	loss of deposit
56-29 days	50%
28-22 days	70%
21-15 days	80%
14-4 days	90%
less than 4 days	100%

Celebrity and Azamara Cruises

PERIOD BEFORE DEPARTURE WITHIN WHICH NOTICE OF CANCELLATION IS RECEIVED BY US IN WRITING	% OF TOTAL BOOKING PRICE
Up to 57 days	loss of deposit
56-29 days	45%
28-4 days	75%
less than 4 days	100%

MSC Cruises

PERIOD BEFORE DEPARTURE WITHIN WHICH NOTICE OF CANCELLATION IS RECEIVED BY US IN WRITING	% OF TOTAL BOOKING PRICE
Up to 64 days	loss of deposit
63-42 days	25%
41-29 days	40%
28-15 days	60%
14-4 days	80%
less than 4 days	100%

Holland America Line – Cruises 24 days or less in duration

PERIOD BEFORE DEPARTURE WITHIN WHICH NOTICE OF CANCELLATION IS RECEIVED BY US IN WRITING	% OF TOTAL BOOKING PRICE
Up to 57 days	loss of deposit
56-29 days	50%
28-16 days	75%
less than 16 days	100%

Disney Cruise Line – Caribbean/Bahamian cruises

PERIOD BEFORE DEPARTURE WITHIN WHICH NOTICE OF CANCELLATION IS RECEIVED BY US IN WRITING	% OF TOTAL BOOKING PRICE
For Categories 1-3, 10 and 11 night cruises	
Up to 90 days	loss of deposit
Category 1-3 all other durations	
89-45 days	loss of deposit
44-8 days	50%
7 days or less	100%
For Categories 4-12	
74-45 days	loss of deposit
44-8 days	50%
7 days or less	100%

Please note: Changes to Disney cruise dates or changes to guest names will be considered as cancellations.

Windstar Cruises –

PERIOD BEFORE DEPARTURE WITHIN WHICH NOTICE OF CANCELLATION IS RECEIVED BY US IN WRITING	% OF TOTAL BOOKING PRICE
Up to 60 days	loss of deposit
59-30 days	50%
29-0 days	100%

10. If we change or cancel your holiday

Package Bookings - Because we begin planning the arrangements we offer many months in advance, we must reserve the right to

make changes to and correct errors in holiday details both before and after bookings have been confirmed. We must also reserve the right in any circumstances to cancel confirmed bookings. 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 promise we will only cancel your confirmed booking 13 weeks or less before departure where you have failed to make full payment on time or as a result of circumstances outside our control/"force majeure". Some destinations can suffer from extreme weather conditions such as hurricanes. Due to their unpredictability these are a Force Majeure event and we shall not be liable for any changes either before departure or during the holiday, which in our opinion are necessary to protect your safety. In this event, we will offer you suitable alternative arrangements, or, if you do not travel, return the monies you have paid us. No compensation is payable. Most changes are minor but occasionally, we may have to make a Major Change. If we have to make a Major Change or cancel, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of the following options:

(for Major changes) accepting the changed arrangements or purchasing alternative arrangements from us, of a similar standard to those originally booked if available (if the chosen alternative is less expensive than your original one, we will refund the difference but if it is more expensive, we will ask you to pay the difference) or cancelling or accepting the cancellation in which case you will receive a full and quick refund of all monies you have paid to us.

If we have to make a Major change or cancel 13 weeks or less before departure, subject to the exceptions below, we will pay you the following minimum compensation:

Compensation

These scales are based on how many days before your booked holiday departure date we notify you of a major change.

PERIOD BEFORE DEPARTURE WHEN A MAJOR CHANGE IS NOTIFIED	COMPENSATION PAYABLE PER ADULT (FOR CHILDREN SEE BELOW)
More than 91 days	£0.00
57-90 days	£15.00
29-56 days	£25.00
15-28 days	£35.00
7-14 days	£40.00
Less than 7 days	£50.00

Please note that the above payments are per full fare-paying passenger (excluding infants). For children invoiced at reduced rates, compensation will be paid on a pro-rata basis of the adult rate.

We will not pay you compensation where we make a Major change or cancel more than 13 weeks before departure or in the event that 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.

We will not pay you compensation and the above options will not be available if we make a minor change or cancel as a result of your failure to make full payment on time. We regret we cannot pay any expenses, costs or losses incurred by you as a result of any change or cancellation.

We can not guarantee that the ship will call at every port on the itinerary or follow every part of the advertised route or schedule or that every part of the holiday will be provided. We reserve the absolute right to decide whether or not to omit any such port(s) and/or call at additional ports and/or to change the advertised route or schedule. Transit or part transit of straits, other sea areas controlled by vessel traffic schemes, canals, rivers and all other navigable waterways may be subject to delay due to operational circumstances and/or the requirements of the local authorities. Such changes are deemed to be a minor change.

Very rarely, we may be forced by Force Majeure to change or terminate your arrangements after departure. If this situation does occur, we regret we will be unable to make any refunds (unless we obtain any from our suppliers), pay you compensation or meet any costs or expenses you incur as a result.

Bookings made as agent on your behalf:- if a Supplier changes or cancels your booking we will pass on the new details to you together with any compensation that the relevant service provider awards. As agent only for the service provider we cannot accept any liability for any changes or cancellations made to these bookings. The Supplier reserves the right to change itineraries and holiday details. All prices are subject to final confirmation by the supplier. Unfortunately we cannot

control or prevent changes implemented by the Suppliers. Should a change occur we will endeavour to minimise the inconvenience you may experience. We cannot however offer any compensation. Please refer to the booking conditions of the Supplier for your rights.

11. Flights

Under EU Law, you have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be published at EU airports and will also be available from airlines. Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your holiday price from us. Your rights to a refund and/or compensation from us are set out in clause 10 above.

We are not always in a position at the time of booking to confirm the carrier(s), aircraft type and flight timings which will be used in connection with your flight. Where we are only able to inform you of the likely carrier(s) at the time of booking, we shall inform you of the identity of the actual carrier(s) or any change in the identity of the actual carrier(s) as soon as we become aware of this. The carrier(s), flight timings and types of aircraft shown in this brochure and detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. The latest timings will be shown on your tickets which will be dispatched to you approximately 7-10 days 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 dispatched - we will contact you as soon as possible if this occurs. Any change in the identity of the carrier(s), flight timings, and/or aircraft type will not entitle you to cancel or change to other arrangements without paying our normal charges.

Please note the existence of a "Community list" (available for inspection at http://europa.eu.int/comm/transport/air/safety/flywell_en.htm) detailing air carriers that are subject to an operating ban with the EU Community.

This brochure is our responsibility as your tour operator/travel agent. 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 day of its return flight.

12. Behaviour

When you book a Holiday with Virgin Holidays Cruises you accept responsibility for the proper conduct for yourself and your party whilst on Holiday. If we or any other person in authority is of the reasonable opinion that you or any member of your party is behaving in such a way as to cause or be likely to cause danger or upset to any other person or damage to property, we will be entitled to terminate the holiday of the person(s) concerned. The person(s) concerned will be required to leave the accommodation or other service and we will have no further responsibility to them including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination. You will be responsible for making full payment for any damage or loss caused by you or any member of your party during your time away. Payment must be paid direct at the time to the service supplier concerned failing which, 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.

13. If you have a complaint

In the unlikely event that you have any reason to complain or experience any problems with your holiday arrangements whilst away, you must immediately inform our representative and the supplier of the service(s) (eg the purser on board your ship) in question and complete a report form whilst in resort. If you fail to follow this procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst in resort and this may affect your rights under this contract. Most problems or complaints can be resolved while you are away, however if you remain dissatisfied, you must write to us within 28 days of your return to the UK in accordance with the ABTA guidelines giving your booking reference and full details of your complaint. Your complaint should be in writing, to our Customer Services Department at Virgin Holidays Cruises, Units 1-2 Coped Hall Business Park, Wootton Bassett, Swindon, Wiltshire, SN4 8DP giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you.

For all bookings made as agent on your behalf, we act only as agent for the service provider concerned and therefore cannot accept any liability for the service you have booked. Any assistance provided in resolving a complaint is provided on a goodwill basis and in our capacity as agent.

14. What happens to complaints

We are a member of ABTA, with membership numbers W9716 for package holidays and J1138 for agent. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you an arbitration scheme for the resolution of disputes arising out of or in connection with this contract. Further information on the Code and arbitration can be found at www.abta.com/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 we agree, 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 to 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.

15. Our liability to you

(1) In respect of Packages

We promise that your Holiday arrangements will be made, performed or provided with reasonable skill and care. This means that we will accept responsibility if, for example, you suffer death or personal injury or your contracted arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing your arrangements. Further, we will be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment or carrying out work we had asked them to do.

(2) In respect of other arrangements

We promise to use reasonable skill and care in the performance of our contractual obligations, subject to and in accordance with these Booking Conditions. Our contractual obligations consist of using our reasonable skill and care in making your booking and arranging your accommodation/car hire/flight, as well as using our reasonable skill and care in choosing our suppliers.

(3) In respect of Packages and other arrangements

We will not be responsible for any injury, illness, death, loss, damage, expense, cost or other claim of any description whatsoever which results from -

-the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or

-the act(s) and/or omission(s) of a third party not connected with the provision of your arrangements and which were unforeseeable or unavoidable or "force majeure" as defined above.

(4) Except as specifically set out in these conditions, we will not accept any further or different liability than the Package Travel, Package Tours and Package Holidays Regulations impose. It is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us.

(5) We limit the maximum amount we may have to pay you for any claims you may make against us.

The maximum amount we will have to pay you where we are found liable for loss of and/or damage to any luggage or personal possessions (including money) is £50 per person affected unless a lower limitation applies to your claim under this clause.

For all other claims which do not involve death or personal injury, the maximum amount we will have to pay you if we are found liable to you on any basis is three times the price (excluding insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your holiday.

(6) Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or 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 or regulation 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). Where a carrier or hotel would not be obliged to make any payment to you under the applicable International Convention or Regulation in respect of a claim or part of a claim, we will not be obliged to make a payment to you for that claim or part of the claim. 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. Copies of the applicable international conventions and regulations are available from us on request. In any circumstances in which the carrier is liable to you by virtue of the Denied Boarding Regulation 2004, any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier; any sums you receive from the carrier will be deducted from any amount due from ourselves.

(7) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in this brochure. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.

(8) The services and facilities included in your holiday will be deemed to be provided with reasonable skill and care if they comply with any local regulations which apply, or, if there are no applicable local regulations, if they are reasonable when compared to the local standards in practice.

16. Data protection

In order to process your booking and meet your requirements, we must pass your personal details on to the relevant suppliers of your travel arrangements. We would also like to hold your information (including any email address), where collected by us, for our own future marketing purposes (for example, to inform you of promotional/competition offers or to send you a copy of our new brochure). If you do not wish to receive such approaches in future, please inform us as soon as possible. For full details of our data protection and privacy policy, and an explanation of how your personal details will be used by us, please refer to our website.

17. Special requests and medical problems

If you wish to make a special request, you must do so at the time of booking. We will try to pass any reasonable requests on to the relevant supplier but we cannot guarantee that requests will be met. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed.

We are happy to advise and assist you in choosing a suitable holiday. As some of the accommodation and resorts featured may lack even the simplest facilities, such as ramps for wheelchairs, lifts etc, it is important that, when booking, you advise us of any disabilities and special requirements to make sure the holiday meets your specific needs. If we reasonably feel unable to properly accommodate the particular needs of the person(s) concerned, we will not confirm the booking or, if full details are not given at the time of booking, we will cancel when we become aware of these details.

Registered office: Company Secretariat, The Office, Manor Royal, Crawley, West Sussex RH10 9NU Registered company No: 1873815.