

BOOKING CONDITIONS

Your Contract is with Rondo Travel Ltd

1 Your Visit Contract

When you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these booking conditions and that you are 18 years of age or over. A contract will exist as soon as we issue our confirmation letter and invoice. The contract is made on the terms of these booking conditions, which are governed by English Law and we both agree to submit to the jurisdiction of the English Courts at all times. You may however, choose the law and jurisdiction of Scotland or Northern Ireland, if such be your home country.

(If you had not seen these terms and conditions when you made the booking and you are not happy to proceed with the booking, now that you have seen them please return all documentation to us within seven days of receiving these booking conditions. Your booking will be cancelled and your monies returned in full, provided you have not commenced with your travel)

2 Your financial protection

We are a member of ABTA. Which provides for your protection in the event of our insolvency.

3 Your Visit Price

When you make your booking you must pay the agreed deposit by the due date. The balance of the price of your travel arrangements must be paid at least six weeks before your date of departure. If the balance is not paid in time we reserve the right to retain your deposit and cancel your visit.

The price of your visit was calculated using the rate of exchange quoted in your letter of confirmation. The price of your visit will only be subjected to surcharge as the result of an increase in fuel costs, serious fluctuations in exchange rates or as the result of government action.

Even in this case we will absorb an amount up to 2% of the cost of your travel arrangements. Only amounts in excess of 2% will be surcharged. If the surcharge amounts to 10% or more of the travel arrangement cost you will have the right to cancel with a full refund without insurance premiums. Should you decide to cancel you must do so within fourteen days of the issue of the printed notice.

4 If you change your booking

Any change in your party or your travel arrangements should be made in writing by the group leader. These changes will normally be made free of charge but we reserve the right to pass on to the group any alteration charges that are levied by our suppliers. Changes in numbers or concessions on which the contract price was negotiated will result in a recalculation of the per capita cost.

5 If you cancel the visit

Cancellations may be made at any time by the party leader in writing. For individual members of the party we would expect that a replacement is found and no cost would be incurred. If no replacement is found then there will be a change to the price for each other member of the party. If the whole group cancels, then the scale of charges set out in paragraph six will apply.

6 If we change or cancel your visit

It is unlikely that we will have to make changes to your travel arrangements. However such changes are sometimes unavoidable and we reserve the right

to make these changes where necessary. Only force majeure or non-payment will normally cause us to cancel your visit. However we reserve the right to cancel the booking for any reason prior to the balance due date. Should we cancel you can have a full refund of all monies or accept an offer of alternative travel arrangements of a comparable standard, where they are available. If cancellation is the only solution we will pay compensation as set out in this clause, unless cancellation is a result of force majeure.

Please note that the following changes are considered as minor: change of coach operator, change of channel crossing, timing changes of less than twelve hours.

If we have to make major changes to your visit you will have the choice of accepting the change or taking a full refund.

Any change major or minor will be notified to you at the earliest possible opportunity.

Unless major changes are as a result of force majeure, we will offer compensation as set out below.

If we make a major change to your visit: we will pay you

More than 6 weeks before departure	Nil
4-6 weeks before departure	£3 per head
2-4 weeks before departure	£5 per head
Less than 2 weeks before departure	£7 per head

If we cancel your visit we will pay you

More than 6 weeks before departure	!00% of monies paid
4-6 weeks before departure	!00% of monies paid + £3 per head
2-4 weeks before departure	!00% of monies paid + £5 per head
Less than 2 weeks before departure	!00% of monies paid + £7 per head

If the whole group or an individual cancels we will charge you

More than six weeks before departure	Deposit only
4-6 weeks before departure	30% of total cost
2-3 weeks before departure	45% of cost
1-2weeks before departure	60% of cost
Less than 1 week before departure	100% OF cost

Force Majeure This means that we will not pay compensation if we have to cancel or change your travel arrangements in any way because of war, riot, industrial dispute, terrorist activity, natural or nuclear disaster, fire, adverse weather conditions or other unforeseen circumstances that may amount to force majeure.

7 If you have a complaint

If you have a problem during your visit, please inform the relevant supplier e.g. the hotelier or the coach driver, and contact our office. Attempts will then be made to rectify the problem immediately. If the problem

persists, then put your complaint in writing and ask the supplier's representative to sign that they are aware of your concerns. On your return, please send your complaint in writing to our office within twenty-eight days. A concise description of your problems will help us to reply speedily.

If you fail to follow this simple 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.

8 What happens to complaints

It is unlikely that you will have a complaint that cannot be settled amicably between us. However disputes to do with this contract may which cannot be settled amicably between us may, if you wish, be referred to Arbitration, under a special scheme which is arranged by the Association of British Travel Agents, but is administered quite independently by the Chartered Institute of Arbitrators.

This scheme provides for a simple and inexpensive method of Arbitration on documents alone with restricted liability on you in respect of costs. The scheme does not apply to any amount greater than £5000 per person or £15000 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 £1000 on the amount the arbitrator can award per person in respect of this element. If you choose to proceed to arbitration under this scheme, you must send a written notice of your decision to ABTA within nine months of your scheduled date of return.

Full details of this scheme are available from the Association of British Travel Agents 68-71 Newman Street LONDON W1P 4AH (www.abta.com)

9 Behaviour

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, or the actions of any other member of the party.

We expect all clients to have consideration for other people. If, in our reasonable opinion or the reasonable opinion of any other person in authority, you or any member of your party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, we are entitled, without prior notice, to terminate the visit of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the accommodation or other service. We will have no further responsibility toward such person(s) 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 must further ensure that you and your party observe all local laws and regulations, which apply to you and your party, including those relating to the consumption of alcohol. Subject to local laws and regulations, you must ensure that no member of your party, who is under eighteen years consumes alcohol, unless you have the written agreement of their parent or guardian that they may do so. Alcohol must not, however, be drunk to excess. You must ensure that no member of your party smokes in bedrooms or any other area, where smoking is not permitted.

10 Our liability to you

We accept responsibility for ensuring that the travel arrangements, which you book with us, are arranged, performed or provided with reasonable skill and care, as described in the contract. If any of your travel arrangements are not provided as promised, we will pay you compensation if this has affected the enjoyment of your travel arrangements. We accept responsibility for the acts and/or omissions of our employees, agents and suppliers, except where they lead to death injury or illness. If we are found liable, our liability shall be limited in all cases to a maximum of twice the cost of the travel arrangements (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 visit.

We accept responsibility for death injury or illness caused by the negligent acts and/or omissions of our employees or agents and suppliers and sub-contractors, whilst acting within the scope of, or in the course of their employment in the provision of your travel arrangements. We will accordingly pay to you such damages as might have been awarded under such circumstances under English Law. Please note it is your responsibility to prove 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.

(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.

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 gave 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 holiday maker to refuse to take the holiday in question.

In respect of travel by coach, sea and rail and the provision of accommodation our liability will be limited in the manner provided by the relevant international convention.

You must provide ourselves and our insurers with all assistance we may reasonably require. You must also tell us and the supplier concerned about your claim or complaint as set out in clause 12 below. 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 co-operate fully with us and our insurers if we or our insurers want to enforce any rights which are transferred

11 Personal Injury Unconnected with Your Booked Travel Arrangements

If you or any member of your party suffer death injury or illness whilst overseas, arising out of an activity which does not form part of your package travel arrangements or an excursion arranged through us, we shall at our discretion offer advice, guidance and assistance. Where legal action is contemplated and you want our assistance you must obtain our written consent prior to the commencement of proceedings. Our consent will be given subject to you undertaking to assign any costs, benefits received under any relevant insurance policy to ourselves. We limit the cost of our assistance to you or any member of your party to £5000.

11 Conditions of Carriage

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