

BOOKING TERMS AND CONDITIONS

YOUR CONTRACT IS WITH Transun Travel Ltd, a Member of ABTA.

1. Your holiday 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. A contract will exist as soon as we issue our confirmation invoice.* This contract is made on the terms of these booking conditions, which are 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.**

[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 documentation to us or to your travel agent, within 4 days of receiving these booking conditions. Your booking will be cancelled and your monies will be returned in full, provided you have not commenced your travel. This clause does not apply if your booking was made within 10 weeks of travel].

2. Your financial protection

1. We provide full financial protection for our package holidays. When you buy an ATOL protected air holiday package from Transun Travel Ltd you will receive a confirmation invoice from us (or via our authorised agent through which you booked) confirming your arrangements and your protection under our Air Travel Organiser's Licence number 1967. In the unlikely event of our insolvency, 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. For further information visit the ATOL website at www.atol.org.uk

3. ABTA

We are a Member of ABTA, membership number V4462. 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. The arbitration scheme is arranged by ABTA and administered independently. It 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 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 £1,500 on the amount the arbitrator can award per person in respect of this element. Your request for arbitration must be received by ABTA within eighteen months of the date of return from 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 can request the ABTA Mediation Procedure and we have the option to agree to mediation. Further information on the Code and ABTA's assistance in resolving disputes can be found on www.abta.com.

4. Your Holiday Price

1) We reserve the right to alter the prices of any of the holidays shown in our brochure. You will be advised of the current price of the holiday that you wish to book before your contract is confirmed.

2) When you make your booking you must pay a deposit of £200 or £150 per person, depending on destination. For certain itineraries, it is sometimes necessary to issue tickets for your flights with immediate effect upon booking. In these circumstances, we will ask for full payment for your flight tickets, in addition to the standard deposit payment. The balance of the price of your travel arrangements must be paid at least 10 weeks before your departure date.

If the deposit and/or balance is not paid in time, we shall cancel your travel arrangements. If the balance is not paid in time we shall retain your deposit. All monies you pay to the travel agent are held by him on our behalf at all times. The price of your travel arrangements is fully guaranteed and will not be subject to any surcharges.

5. If You Change Your Booking

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. For name changes on scheduled flights, this may be an additional £65. 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.

6. 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. Your notice of cancellation will only take effect on the day it is received in writing at our offices. We recommend that you use recorded delivery, upon receipt of which the following cancellation charges will apply:-

Cancellation charge shown as % of total break price, excluding insurance premium.

More than 70 days	Deposit only
29-70 days	50% or deposit if greater
15-28 days	75% or deposit if greater
14 days or later	100%

Note: If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges. Insurance premiums are non-refundable.

7. 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. Most of these changes will be minor and we will advise you or your travel agent of them at the earliest possible date. 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 10 weeks before your departure date, except for reasons of *force majeure* or failure by you to pay the final balance. If we are unable to provide the booked travel arrangements, you can either have a refund of all monies paid or accept an offer of alternative travel arrangements of comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value). 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 flight/connecting flight/transfer. 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

* Members taking bookings over Viewdata or CRS may wish to specify a different time for the coming into existence of the contract. Please contact the Legal department for advice.

** You may amend the default jurisdiction to Scottish, Northern Irish or any other appropriate system as required.

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.

If we make a major change to your holiday, we will inform you or your travel agent as soon as reasonably possible if there is time before your departure. You will have the choice of either accepting the change of arrangements, accepting an offer of alternative travel arrangements of comparable standard from us if available (we will refund any price difference if the alternative is of a lower value), or cancelling your booked holiday and receiving a full refund of all monies paid. In all cases, except where the major change arises due to reasons of *force majeure*, we will pay compensation as detailed:

<i>Period before departure within which notice of cancellation or major change is received by us or notified to you</i>	<i>Amount you will receive from us</i>
56 days or more	NIL
43 to 46 days	£10
22 to 42 days	£15
8 to 21 days	£20
0 to 7 days	£25

The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

Force Majeure

We will not pay you compensation if we have to cancel or change your travel arrangements in any way because of unusual or unforeseeable circumstances beyond our control. These can include, for example, war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions, epidemics and pandemics, unavoidable technical problems with transport.

8. If You Have A Complaint

If you have a problem during your holiday, please inform the relevant supplier (e.g. your hotelier) and our resort representative or ground handler who will endeavour to amend the situation. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to our Customer Services Department at Transun, 1A Iffley Road, Oxford, OX4 1AS 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. It is strongly recommended that you communicate any complaint to the supplier of the services in question as well as to our representative without delay and complete a report form whilst in resort, where possible. If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in resort and this may affect your rights under this contract. Please also see clause 3 above on ABTA.

9. Our Liability to You

If the contract we have with you is not performed or is improperly performed by us or our suppliers we will pay you appropriate compensation if this has affected the enjoyment of your travel arrangements. However we will not be liable where any failure in the performance of the contract is due to: you; or a third party unconnected with the provision of the travel arrangements and where the failure is unforeseeable or unavoidable; or 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. Our liability, except in cases involving death, injury or illness, shall be limited based on the value of your travel arrangements. Our liability will also be limited in accordance with and/or in an identical manner to

- (a) The contractual terms of the companies that provide the transportation for your travel arrangements. These terms are incorporated into this contract; and
- (b) Any relevant international convention, for example 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, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions.

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 7. If any payments to you are due from us, any payment made to you by the airline will be deducted from this amount.

NB this clause does not apply to any separate contracts that you may enter into for excursions or activities whilst on holiday.

10. Prompt assistance in resort

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.

11. Passport, Visa and Immigration Requirements

Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

12. 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. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

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 the return flight.