

ESSENTIAL READING – TRANSUN'S TERMS & CONDITIONS (March 2009)

1. YOUR CONTRACT WITH TRANSUN

When you book with Transun you are deemed to accept, in full, the Booking Conditions laid out on this page together with any other information brought to your attention before you booked your package. Please read them carefully in conjunction with "All You Need to Know, or "Frequently Asked Questions." From the time we issue our Confirmation/Invoice for your chosen break a contract exists between you and ourselves "Transun".

These Booking Conditions and any agreement to which they apply are governed in all respects by English law. We both agree that any dispute, claim or other matter which arises between us or of or in connection with your contract or booking will be dealt with by the Courts of England and Wales only (if not referred to Arbitration - see clause 3).

2. DEPOSITS AND PAYMENT

A non refundable deposit of £150 per person is required at the time of booking. Travel Insurance must be paid in full at the time of booking. Full payment must be received at least ten weeks before departure, unless otherwise stipulated.

If full payment has not been received at the prescribed date we reserve the right to treat your break as cancelled by you and apply cancellation charges as set out below. All reservations made less than 10 weeks prior to departure require full payment at the time of booking. Payment should be made by cheque or postal order (payable to Transun Travel Ltd) or by Visa, Mastercard or Switch/Delta. Please note: there is a 1.6% charge for each transaction made on Air and Mastercard only. NB child reductions are not offered unless specified. Any money paid by you to an agent is held by the agent on behalf of Transun Travel Ltd until the date on which the agent pays the company.

Subject to availability, we will confirm your arrangements by issuing a confirmation. As a condition of this contract, you are required to carefully check your written confirmation to ensure that it is correct and exactly matches what you booked. If it is not you are required to contact us within 24 hours of receiving your confirmation to inform us of any inaccuracy.

3. ABTA

We are a member of ABTA, membership number A7886. 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/consumer-services. The arbitration scheme is arranged by ABTA and administered independently by IDRS, part of 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 IDRS within nine months of the date of return from the holiday. Outside this time limit arbitration under the Scheme may still be available if the company agrees, but the ABTA Code does not require such agreement. For injury and illness claims, you may like to use the ABTA / Chartered Institute of Arbitrators Mediation Procedure. This is a voluntary scheme and requires us to agree for mediation to go ahead. Details on request or from www.abta.com.

4. YOUR FINANCIAL PROTECTION

The Package Travel, Package Holidays and Package Tours Regulations 1992 require us to provide security for the monies that you pay for the package holidays booked from this brochure and for your repatriation in the event of our insolvency. When you buy an ATOL protected air holiday package (and/or flights) from us, 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 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. The price of our air holiday packages includes the amount of £1 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices. If you book arrangements other than a package holiday, your monies are protected by way of a bond held by ABTA. When you buy an ATOL protected air holiday package from Transun, 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.

5. HOW TO MAKE A COMPLAINT

If you have a problem during your holiday, please complete a complaints form, inform the relevant supplier (e.g. your hotelier) and our local agent/representative immediately who will endeavour to put things right; failing this please call us on +441865 265200. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to our Client Relations Department at Transun Travel, 1A Ilffley Road, Oxford OX4 1AS giving your booking reference and all other relevant information. 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.

6. CHANGES BY YOU TO YOUR BOOKING

Requests for changes to confirmed bookings should be made by the person who made the booking. Where we can meet a request, all changes will be subject to any applicable rate changes or extra costs incurred as well as any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. Amendment costs are £25 per person per change.

7. CHANGES AND CANCELLATIONS BY US TO YOUR TRAVEL ARRANGEMENTS

Occasionally, we may have to make changes to confirmed arrangements and we reserve the right to do so at any time. We also reserve the right in any circumstances to cancel your travel arrangements. 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.

"Examples of "minor changes" include the following when made before departure:
Any change in the identity of the carrier(s), flight timings, and/or aircraft type, alteration of your outward/return flights by less than 3 hours, change of accommodation to another of the same standard.

"Examples of "major changes" include the following when made before departure; a change of accommodation area for the whole or a major part of your break, a change of accommodation to that of a lower official classification for the whole or a major part of your break, a change of outward departure time or overall length of your holiday of 3 or more hours and, in the case of tours, a significant change of itinerary missing out one or more major destination substantially or altogether.

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:-

- 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 we make a major change, less than 10 weeks before departure, we will also pay compensation as detailed below:
Period of Notice we give to you or your agent (per full fare paying passenger)
56 days or more NIL
43 to 46 days £10
22 to 42 days £15
8 to 21 days £20
0 to 07 days £25

We will not pay you compensation where we make a major change or cancel more than 10 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.

The above sets out the maximum extent of our liability for changes and cancellations and we regret we cannot meet any expenses or losses you may incur as a result of change or cancellation. 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 or where the change(s) or cancellation by us arises out of alterations to the confirmed booking requested by you.

If we become unable to provide a significant proportion of the services that you have booked with us after you have departed, we will make alternative arrangements for you at no extra charge and, if appropriate in all the circumstances, will pay you reasonable compensation.

The trips in this brochure are based on an economic minimum number of passengers. Should this minimum number not be reached, we will advise you of the cancellation not later than 7 days before departure (date as postmarked). In these circumstances we would offer you the choice of an alternative tour of a comparable standard (if available) or make a prompt refund of any monies you have paid to us and we will then have no further liability towards you.

8. IF YOU CANCEL YOUR TRAVEL ARRANGEMENTS

In the event of you or a member of your party wishing to cancel their break, notice of your cancellation must be received by us in writing at our offices signed by the person who made the original booking. 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 70% or deposit if greater
- 8-14 days 90% or deposit if greater
- 7 days or later 100% or deposit if greater

Insurance premiums purchased with Transun are not refundable. You may be able to make a claim if your cancellation falls within the terms of the insurance policy offered with your Transun break (See separate details). Clients taking alternative travel insurance should refer to their own policy.

9. OUR GUARANTEE ON PRICE

The price of your booking was calculated using exchange rates quoted in the *Financial Time Guide to World Currencies* on 04 March 2009: £1 = £1.1233 or \$1.4107.

We reserve the right to amend the price of unsold holidays at any time and correct errors in the prices of confirmed holidays.
The price of your holiday is subject at all times to changes in transport costs such as fuel, scheduled airfares and any other airline cost changes which are part of our contracts with airlines (and their agents), cruise ship operators and any other transport provider; to cost changes arising from government action such as changes in VAT or any other government imposed changes; and to changes in currency exchange rates and to dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports any or all of which may result in a variation of your holiday price. We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges and/or additional services or travel arrangements. You will be charged for the amount over and above that, plus an administration charge of £1.00 per person together with an amount to cover agents' commission. If this means that you have to pay an increase of more than 10% of the price of your travel arrangements (excluding any amendment charges and/or additional services or travel arrangements), you will have the option of accepting a change to another holiday if we are able to offer one (if this is of equivalent or higher quality you will not have to pay

more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid to us, except for any insurance premiums and any amendment charges and/or additional services or travel arrangements. 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. There will be no charge made to the price of your holiday within 30 days of your departure.

We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy.

10. TRAVEL PARTICIPATION

We reserve the right to refuse to accept you or to continue to deal with you or any member of your party as a client if your conduct is likely in our reasonable opinion or that of any other person in authority to disrupt or affect the enjoyment of other clients, or to cause distress, damage, danger or annoyance to other clients, employees, property or anyone else. If this happens you may not be allowed to board the flight or other transport and if this occurs, we will consider your booking as cancelled by you from that moment and cancellation charges will apply. If we do this, we will not be responsible for any extra costs which you have to pay, nor for any refund or compensation. The same discretion will also be applied by drivers in coach-based day breaks.

11. MEDICAL PROBLEMS AND INSURANCE

If you or any member of your party has any medical problem or disability which may affect your stay, please provide us with full details before you confirm your booking so that we can advise as to the suitability of your chosen arrangements.

We strongly recommend that you have appropriate personal travel insurance in place for all members of your party. You can arrange insurance through us. It is your responsibility to ensure that any insurance you purchase is suitable and adequate for your needs. Travel without adequate personal travel insurance is at your own risk. Please ensure that you read your policy details fully and take them with you on holiday.

12. OUR OBLIGATIONS TO YOU

(1) Subject to these booking conditions, your holiday arrangements will be made or performed using reasonable skill and care. Also, as long as they were acting within the course of their employment or carrying out work we had asked them to do, we will be responsible if our employees, servants or agents fail to make or perform your holiday arrangements using reasonable skill and care. Please note that it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. If we, or our employees, servants or agents fail to make or perform your holiday arrangements using reasonable skill and care, taking into consideration all relevant factors (for example following the complaints procedure as described in these conditions and the extent to which our or our employees' servants' or agents' acts or omissions affected the overall enjoyment of your holiday), we will pay you reasonable compensation.
(2) We will not be responsible or pay your compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description which results from:-

- the act(s) and/or omission(s) of the person(s) affected;
 - the act(s) and/or omission(s) of a third party not connected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
 - unusual or 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 either ourselves, our employees, agents or suppliers and subcontractors could not, even with all due care, have foreseen or forestalled.
- (3) 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. The fact that services or facilities fail to comply with local or UK guidance or advice shall not of itself mean that the services or facilities in question have not been provided with reasonable skill and care.
(4) We limit the amount of compensation we may have to pay you if we are found liable under this clause:
(a) loss of and/or damage to any luggage or personal possessions and money,
The maximum amount we will have to pay you is £25 per person in total because you are assumed to have adequate insurance in place to cover any losses of this kind.
(b) Claims not falling under (a) above or involving injury, illness or death
The maximum amount we will have to pay you is twice the price 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 or your party has not received any benefit at all from your booking.
(c) Claims in respect of international travel by air, sea and rail, or any stay in a hotel
(i) The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Paris Convention (with respect to hotel arrangements). You can ask for copies of these Conventions from our offices. Please contact us. In addition, you agree that the operating carrier or transport company's own "Conditions of Carriage" will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those "Conditions of Carriage". You acknowledge that all of the terms and conditions contained in those "Conditions of Carriage" form part of your contract with us, as well as with the transport company and that those "Conditions of Carriage" shall be deemed to be included by reference into this contract.
ii) In any circumstances in which a 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.
iii) 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.
(5) It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.
(6) Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.
(7) Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or (b) any business losses.
(8) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our 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.

13. FLIGHT DELAYS, DIVERSIONS & CHANGES OF ITINERARY

Flight delays, diversions and changes of itinerary, on the day of departure, can occur for reasons outside our control (force majeure - see cl. 14). Where, in the case of a day break and at Transun's discretion, it is anticipated that such a delay will result in time spent at your destination being reduced by three hours or more, the departure may be cancelled. Transun will return all monies you have paid to us and the company's liability will cease. In the extremely unlikely event that the flight is unable to take off from or land at its originating or intended destination airport because of unexpected local conditions (force majeure - see cl. 8) it will be necessary to divert the flight to the nearest available appropriate airport. Where distances allow, every effort will be made to transfer passengers by land to their original destination. However, should distances make this impossible, the day will be spent at the new destination, and Transun staff will make every effort to structure the day's programme so that it mirrors as closely as possible the details contained in the original itinerary and the company's liability will then cease.

Please note that in respect of all other breaks, any decision by you not to proceed with your travel arrangements due to flight delays of over 12 hours where the flight will go ahead, will be treated as a cancellation by you and therefore subject to full cancellation charges shown above.

Should it become necessary to return from the destination on the programmed evening of departure due to reasons beyond our control (force majeure - see cl. 8) then Transun will make every effort to accommodate overnight passengers in accommodation of a reasonable standard and provide an evening meal and breakfast. The company's liability will then cease and no compensation will be paid.

14. FORCE MAJEURE

We cannot accept liability or pay compensation where the performance and/or prompt performance of our contractual obligations to you is prevented by or affected by "force majeure". In these Booking Conditions "force majeure" means any event which we or the supplier(s) of the service(s) in question could not, even with all due care, foresee or avoid. Such events are likely to include but are not limited to cancellation of a special event by the organisers, industrial dispute, war, technical problems with aircraft or other transport, terrorist activity, natural, nuclear, chemical or biological disaster, fire, adverse weather conditions, and all similar events outside our control.

15. FLIGHTS

Details of the relevant aircraft operator, routing and destination will be given to you before your booking is confirmed. Please note however, that it is sometimes necessary to change the carrier, aircraft type, routing (e.g. from direct non-stop to indirect with stops) after you book and, if this happens, you will not be entitled to cancel without penalty nor will compensation be paid.

We are unable to make any special arrangements for the client if the client is delayed; these matters are in the sole discretion of the airline concerned. When you receive your tickets and travel documents you should check them carefully as times may have changed since you made your booking. You should also check for any errors. Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible and in all cases at check-in or at the boarding gate. Such a change is deemed to be a minor change. Please note that in accordance with Air Navigation orders, infants must be under 2 years of age on the date of their return flight, to qualify for infant status.

In accordance with EU Regulation 2111/2005 we are required to advise you of the actual carrier operating your flight/connecting flight/transfer. We can confirm the carrier as detailed on the confirmation invoice.

16. DATA PROTECTION

For the purposes of the Data Protection Act 1998 we are a data controller. In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements we need to collect certain personal details from you. These will include, where applicable, the names and addresses of party's members, credit/debit card or other payment details and special requirements such as those relating to any disability or medical condition which may affect the chosen holiday arrangements and any dietary restrictions which may disclose your religious beliefs. We must pass on your personal details to the companies and organizations who need to know them so that your holiday can be provided (for example your airline, hotels, transport companies, credit/debit company or bank). The information may also be provided to security or credit checking companies, public authorities such as customs/immigration if required by them, or as required by law. Where you provide us with personal details such as those mentioned above, you consent to this information being used as described above. If we cannot pass this information to the relevant suppliers, we cannot provide your travel arrangements. We are entitled to assume you do not object to our doing any of the things mentioned above unless you tell us otherwise in writing. We have appropriate security measures in place to protect the personal details you give us. Where your travel arrangements are to take place outside the European Economic Area (EEA), controls on data protection in your destination may not be as strong as the legal requirements in this country.

You are generally entitled to ask us (by letter or e-mail) what details of yours are being held or processed, for what purpose and to whom they may be or have been disclosed. We will charge a fee to respond to such a request.