

# ESSENTIAL READING – TRANSUN'S CHARTER OF FAIR TRADING

You will always get a fair deal when you book with Transun. From the time we issue our Confirmation/Invoice for your chosen Break a contract exists between us. This means that Transun has certain responsibilities towards you, our client, and you have certain responsibilities towards Transun. When you book with Transun you are deemed to accept, in full, the Booking Conditions laid out on this page. Please read them carefully in conjunction with "All You Need to Know, or "Frequently Asked

Questions. They set out the terms governing your booking and also explain the arrangements Transun has made to protect your interests. If you book a package (shortbreak or holiday) with us, once your package holiday has been confirmed, we will accept responsibility for it in accordance with these booking conditions as an "organiser" under the Package Travel, Package Holidays and Package Tours Regulations 1992.

## YOUR CONTRACT WITH TRANSUN

### 1: Booking form

The completed booking form, signed by your party leader and including the names of all members of the party, must be accompanied by a deposit of £120 per person (or the full amount if within eight weeks of departure) plus insurance premiums if required. Please note your party leader must be aged over 18 and authorised by all other party members to act on their behalf. For the Lapland Adventure deposits between £150 - £400 will be required, please enquire at the time of booking.

### 2: Payment

Upon receipt of your booking form we will reserve your break, if available, and send you a Confirmation/Invoice which will advise you of the balance due. You must pay the balance in full at least eight weeks before departure, unless otherwise stipulated. Please note that no receipts are sent for payments received. No reminder will be sent. If full payment has not been received at the prescribed date we reserve the right to treat your break as cancelled and apply cancellation charges as set out below. 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. Clients booking directly should send the completed form with the appropriate deposit per person, plus your insurance premiums, or, if travelling within eight weeks, the full amount due plus insurance premiums, to:

Transun Travel, Transun House, 1A Ilffley Road, Oxford OX4 1AS. 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 £4.00 charge for each transaction made on Visa and Mastercard only. NB child reductions are not offered unless specified.

### 3: Changes

If, after we have accepted your booking, you wish to alter your travel arrangement details, we will do our best to help. Please note that amendments for day breaks will incur an amendment fee of £10 per alteration per person. All other breaks, including short breaks will attract an amendment fee of £15 per alteration per person. Any amendments involving the re-issue of airline tickets will incur a £15 fee per person involved. Amendments which involve extra bank charges will incur a fee of £15 per booking, plus bank charges. In addition to the above charges, any charge levied by our suppliers will be passed on to you. The price of your new arrangements will be based on the price that apply on the day you ask for the change. No changes can be made within 14 days of departure other than cancellations (see Cancellations below). Please note that we are unable to guarantee that the changes requested will be possible.

### 4: Late bookings

Late bookings will be subject to a ticket on departure charge of £10pp.

### 5: Cancellations

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 whose signature appeared on your booking form. To compensate us for the expense of processing your booking and for the risk that we may not be able to re-sell your break, we charge a cancellation fee on the scale shown below. Please note that we cannot be held liable for flight delays and in the event of a delay over 12 hours, any decision by you not to proceed with the trip when the flight will still proceed will be treated as a cancellation by you and will be subject to the cancellation charges set out below. Cancellations are considered to come into effect from the day they are received in writing at our office and the fee is based on the amount of prior notice before departure:

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

More than 42 days	Deposit only
29-42 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 are not refundable. You may be able to make a claim if your cancellation falls within the terms

## WHAT WE GUARANTEE IN RETURN

### 1: Provision of your break

We will arrange for the provision to you of the services which form part of the inclusive break as detailed in our Confirmation/Invoice. These services will be provided either directly by ourselves or by independently contracted suppliers. Please note that the information on our website is for guidance only and you need to have seen our current brochure Terms and Conditions for a booking to be valid.

### 2: Our guarantee on price

Whatever happens to the value of the Pound, the price of your break will not be subject to any currency surcharges. After your booking has been processed your break may be subject to surcharges on the following items: aircraft fuel and scheduled fares. Even in this case, we will absorb an amount equivalent to 2% of the break price which excludes insurance premiums and any amendment charges. Only amounts in excess of this 2% will be surcharged but where a surcharge is payable there will be an administration charge of 50p per person together with an amount to cover agents commission. If this means paying more than 10% on the break price you will be entitled to cancel your break with a full refund of all money paid except for any premium paid to us for break insurance and amendment charges. Should you decide to cancel because of this, you must exercise your right to do so within 14 days from the issue date printed on the surcharge invoice. Occasionally pricing errors occur. If at any time we notice any inadvertent errors on the invoice which may be due to an error in calculation or computer input, we reserve the right to amend and send out a corrected invoice which will replace any previously issued.

### 3: If we change your travel arrangements

It is unlikely that we will make changes to your break; but as we do plan the arrangements many months in advance, occasionally we have to make changes and correct errors in our brochure both before and after bookings have been confirmed. Most of these changes are very minor, but where they are significant we will inform you as soon as is reasonably possible if there is time before your departure. If you have booked a day break, the itinerary of the day may alter, at any time, as a result of local conditions. For example variable weather conditions can often dictate whether an excursion can take place and we therefore reserve the right to amend or cancel any part of any trip booked through us, our agents or suppliers. Should we have to cancel for any of these reasons or for reasons of force majeure (see cl 8), we shall endeavour to replace this with a suitable alternative or make a prompt and full refund to you of the cost of the optional excursion, and our liability will then cease. In such circumstances there will be no right to cancel your day break in full.

Some breaks advertised in this brochure are based on an economical minimum number of passengers and it may be occasionally necessary to consolidate a flight with one from another airport in order to operate the trip. In this case, if it proves impossible to operate from one of the airports due to reasons beyond our control, (force majeure see cl.8) then we reserve the right to cancel the break from the other airport at the same time. In such cases we will advise you as soon as possible and, if available, offer you an alternative break of a comparable standard, or make a prompt and full refund of all monies paid to us. However, we can be under no other liability to you in such cases. Initial flight times are for guidance only and are subject to change. Your final flight times will be shown on your flight tickets and you should check these carefully as they may differ from the original timings given.

If a major change becomes necessary, we will inform you as soon as is reasonably possible if there is time before departure. A major change is one that we make to your travel arrangements BEFORE departure that involves: changing your UK airport(s) (excluding changes between London airports - Heathrow, Gatwick, Stansted, Luton, and Southend or where your break includes UK airport transfer), date of departure, overseas destination, or where changes in flight schedule result in time spent at your destination being reduced by three hours or more in the case of day breaks, or 12 hours or more for other breaks, (but not for a delay on the day of departure or for force majeure reasons see cl. 8) or a change of your accommodation to another of a lower standard. You may then choose to:

a: Accept the new arrangements (plus any refund where relevant for accommodation); b: Purchase an alternative break where available; c: Cancel your break in which case you will receive a refund of all monies paid to us (including insurance only if you took the Transun recommended policy).

For all breaks apart from day breaks we will additionally 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 regret we cannot pay any expenses, costs or losses incurred by you as a result of any change. Compensation is not available for changes which are not major or where a major change is made 8 weeks prior to departure. Should any of the above eventualities occur during the course of a day break, the company reserves the right to alter the scheduled programme accordingly and no compensation will be paid. Very occasionally we may have to change your holiday arrangements after you have arrived in resort and if we do, we will pay you compensation as set out above. You have no right to cancel your booking after you have left on your break if we offer you a suitable alternative.

Important note: The foregoing alternatives will not apply in the event of force majeure (see cl. 8).

### 4: If we cancel your travel arrangements

The trips in this brochure are based on an economic minimum number of passengers. Should this minimum number

of the insurance policy offered with your Transun break (See separate details). Clients taking alternative travel insurance should refer to their own policy.

### 6: Complaints

In the unlikely event of you having a complaint to make regarding your break, this should be directed in the first instance to our local representative or agent in the resort who will make every effort possible to remedy matters on the spot. If the matter cannot be resolved, complaints must be submitted in writing to Transun's offices but Transun cannot accept liability for claims reaching its offices which have not been reported to your Transun representative immediately and for which you have not completed our own report form.

We can normally agree an amicable settlement of any complaints we receive. However, if we cannot agree, then you are entitled to refer the dispute for arbitration under a special scheme devised by arrangement with the Association of British Travel Agents and administered independently by the Chartered Institute of Arbitrators. The scheme (details of which will be supplied on request) provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on the customer in respect of costs. The scheme does not apply to claims for more than £1,500 per person or £7,500 per booking form. Neither does it apply to claims solely or mainly in respect of physical injury or illness or the consequences of such injury or illness.

The application for arbitration must be made within nine months of the date of return from the break but in special circumstances it may still be offered outside this period. Alternatively, you may of course go to your County Court or other suitable court.

### 7: 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 as detailed in clause 4, above. 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.

### 8: Your accommodation

The accommodation provided is only for the use of passengers shown on your confirmation/invoice (with the allowance of any amendments you may have made under the terms of section 4 above); sub-letting, sharing or assignment is prohibited. Your holiday accommodation conforms to local rating standards which may in some cases may be lower than the equivalent in the UK.

### 9: Your flight and ticket conditions

Your contract is made under these booking conditions and the information contained in 'All You Need To Know' or 'Frequently Asked Questions', and is subject to English & EC law. However, in respect of travel by air, sea and rail, the extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions which include the Warsaw Convention, The Athens Convention, The Montreal Convention and the Berne/Cotif Convention. Clients may consult these conditions at our offices. Initial flight timings are for guidance only and are subject to change. Your final flight times will be shown on your tickets and you should check these carefully.

### 10: Coaching in the U.K. (flight based breaks only)

The provision of local coaching in the UK is subject to us obtaining an economically viable minimum number of passengers. If a coach transfer is offered with your break booking but is subsequently withdrawn, no refund for this element is payable, but you retain the right to cancel and obtain a full refund. If no coaching, request is indicated on the booking form, no coaching provision will be made. An amendment fee will be charged for subsequent changes. Where a request has been made for coaching and Transun has confirmed the pick up point and time, the company also reserves the right to charge a cancellation fee if the confirmed request for coaching is not taken up unless Transun has been forewarned.

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. We may also be obliged to cancel your break by reasons of force majeure (see cl. 8). In such cases we will advise you as soon as possible (in some cases on the morning of departure), and (if available) offer you an alternative trip of comparable standard, or make a prompt and full refund of all monies paid to us. However, we can be under no other liability to you in such cases.

### 5: Our liability to you

- (1) We accept responsibility for ensuring that your travel arrangements which you book with us, are supplied as described in this brochure. If any part of your travel arrangements are not provided as promised, we will pay you appropriate compensation if this has affected the enjoyment of your break. Please note that we are not responsible for the acts and omissions of our supplier/subcontractor, our only responsibility being to make a responsible choice of supplier.
- (2) We accept responsibility for death injury or illness caused by the negligent acts/and omissions of our employees or agents whilst acting within the scope or in the course of their employment in providing services to you which we have agreed to supply you under our contract only where we have failed to make a responsible choice of supplier/subcontractor as described above. We will accordingly pay to you such damages as might have been awarded in such circumstances under English Law.
- (3) Where any claim or part of a claim concerns or is based on any travel arrangements (including the process of getting on and off the transport concerned) provided by any air, sea, rail or road carrier or any stay in a hotel, the maximum we will have to pay you in respect of that claim or that part of a claim if we are found liable to you on any basis is the maximum which would be payable by the carrier or the hotel keeper concerned under the appropriate international conventions which include the Warsaw, the Athens, the Montreal and the Berne/Cotif Conventions. You must give credit for all payments due or received from any carrier or hotel keeper which in any way relate to the claim in question.

### 6: Events not connected with the travel arrangements

Should you or any member of your party suffer illness, personal injury or death through any misadventure arising out of an activity which does not form part of your travel arrangements, nor part of any excursion sold through us, we shall offer you reasonable assistance. This covers reasonable legal advice as appropriate up to the limit of £10,000 per person. If you have taken the recommended insurance cover you must make an insurance claim under the Legal Expenses section in respect of any legal fees incurred abroad for that purpose, and if you have taken alternative insurance, you must do likewise under any Legal Expenses cover provided.

### 7: 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. 8). 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 will 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 be impossible 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.

### 8: Force Majeure

This means that we will not pay you compensation if we have to cancel or change your travel arrangements in any way because of war or threat of war, government or other legitimate authority action, riots, civil strife, industrial dispute, terrorist activity, natural or scientific disaster, fire, epidemics and health risks, technical problems with transport, changes in timings of airlines, closed or congested airports or ports, actual or potential adverse weather conditions or other unforeseen circumstances that are beyond our control.

### 9: Marketing

In order to process your booking we need to collect certain personal details from you. We may need to pass on your personal details to the companies who need to know them so that your holiday can be provided (for example your airline, hotel, other supplier, credit/debit card company, or bank). Some of these companies may be outside the EU and Norway/Iceland or involves suppliers outside these countries.

Except where expressly permitted by the Data Protection Act, we alone will deal with personal details you give unless you agree otherwise. For example if we wish to use any of your personal details for marketing purposes, we will give you the opportunity to say not if you do not want us to do so.