

YOUR CONTRACT IS WITH CONNOISSEUR TRAVEL SERVICES LTD T/A CONNOISSEUR CRUISING 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. This contract is made on the terms of these booking conditions which are governed by Scottish Law and we both agree to submit to the jurisdiction of the Scottish Courts at all time.

2. 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. We provide this security by way of a bond held by the Civil Aviation Authority under ATOL number 2954

3. ABTA : Connoisseur Travel Ltd. Is a Member of ABTA with membership numbers K0692, V8270. ABTA Members help holidaymakers to get the most from their travel and assist them when things do not go according to plan. We are obliged to maintain a high standard of service to you ABTA's Code of Conduct. For further information about ABTA, the Code of Conduct and the arbitration scheme available to you if you have a complaint, contact ABTA, 68-71 Newman Street, London W1T 3AH. Tel: 020 7637 2444 or www.abta.com

4. Your holiday price: When you make your booking you must pay a deposit of approximately 20% of the holiday cost per person. The balance of the price of your travel arrangements must be paid at least 10 weeks (NB: you may want this to be 8 weeks to co-ordinate with name change fees and cancellation by you) before your departure date. If the deposit and/or balance is not paid on time, we shall cancel your travel arrangements.

The price of your travel arrangements will be calculated using the exchange rates quoted in the 'Financial Times Guide to World Currencies' of 19 May 2008 in relation to the following currencies:

£1.00 Sterling = \$1.84 US Dollar

£1.00 Sterling = 1.25 Euro

Changes in [transportation costs, including the cost of fuel] [dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports] and [exchange rates] mean that the price of your travel arrangements may change after you have booked. However there will be no change within 30 days of your departure.

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. 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, 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, except for any amendment charges.

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.

5. If you change your booking: If after our confirmation 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. If we receive notification of a change within 10 weeks of your departure the charge will be £40 per name change. For holidays including scheduled flights, please note that some carriers we use do not permit name changes for any reason. Such changes are likely to result in you being charged the full cost of the service and may be subject to space being available for a new reservation.

In addition, you will also have to pay any extra costs that the carrier passes onto us, as well as the £30 or £40 per change below:

Name Changes Before Travel

Notice given	Notice given
More than 70 days	70 days or less
£30 a change	£40 a change

6. If you cancel your holiday: You, or any member of your party, may cancel your travel arrangements at any time. Notification from the person who made the booking must be received at our office **in writing (telephone or email notification not valid)**. Since we incur costs in cancelling your travel arrangements, you will have to pay applicable cancellation charges up to the maximum shown in 6.

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

Occasionally, we may offer holidays where the carrier requires immediate or early ticketing. In these cases amendments or cancellation of the booking may incur additional costs which may be up to 100% of transport costs. These will be advised to you at the time of booking.

IF YOU CANCEL YOUR HOLIDAY

Amount of cancellation charges

70 days or more before departure	Deposit only
69-57 days	30% of total tour cost
56-29 days	40% of total tour cost
28-22 days	60% of total tour cost
21-8 days	90% of total tour cost
Less than 7 days	100% of total tour cost

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 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 your 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.

Please note that carriers such as the airlines used in the brochure may be subject to change. Such a change is deemed to be a minor change. Other examples of minor changes include alteration of your outward/inbound 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 tour, we will inform you 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 from us if available or cancelling your booked tour and receiving a full refund of all monies paid. In all cases, except where the major change arises due to reason of force majeure we will pay compensation as detailed in the table below.

IF WE CANCEL YOUR HOLIDAY UP TO 8 WEEKS PRIOR TO DEPARTURE

Amount you will receive from us

All monies paid

Identity of carrier

In accordance with EU Regulation 2111/2005 we are required to advise you of the actual carrier operating your flight/connecting flight/transfer. We do this by listing carriers to be used or likely to be used as follows:

Easyjet, Globespan, Jet 2, Central Wings, KLM, Lufthansa, British Airways, Air France, SAS, British Midland

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. 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.

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 representative immediately who will endeavour to put things right. If your complaint is not resolved locally, please follow this up within 28 days of your return home in writing 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 suggested that you communicate any complaint to the supplier of the services in question as well as to our representative without delay whilst in resort.

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.

9. What happens to complaints : It is unlikely you will have a complaint that cannot be settled amicably between us. However, disputes to do with this contract which cannot be settled amicably, may (if you wish) be referred to Arbitration under a special scheme which, is arranged by ABTA, but is administered quite independently by the Chartered Institute of Arbitrators.

The 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 claims for any amount greater than £5,000 per person or £25,000 per booking form. Also it does not apply to claims which relate to physical injury or illness. If you choose to proceed to Arbitration under this scheme, you must send a written notice of your decision to ABTA within 9 months after your scheduled date of return.

Full details of the scheme are available from ABTA at 68-71 Newman Street, London, W1T 3AH

10. Our liability to you: (i) We accept responsibility for ensuring that your travel arrangements, which you book with us, are supplied as described in the 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 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. Our liability in all cases shall be limited to a maximum of 3 times the costs of your travel arrangements.

(ii) We accept responsibility for death, injury or illness caused by the negligent acts and/or omissions of our employees or agents, our 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 in such circumstances under Scottish Law.

(iii) In respect of travel by air, sea or rail, and the provision of accommodation our liability will be limited in the manner provided by the relevant international convention. You can ask us for copies of these international conventions

Denied Boarding

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 6. If any payments to you are due from us, any payment made to you by the airline will be deducted from this amount. If your airline does not comply with these rules you should complain to the Air Transport Users' Council on 020 7240 6061 www.auc.org.uk

11. Personal injury unconnected with your booked travel arrangements: If you, or any member of your party, suffer death, illness or injury 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 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 £5,000.

12. 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 rights to compensation. You may ask for copies of the relevant conditions of carriage from our offices.

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 its return flight.

13. Data Protection Statement : Please be assured that we have measures in place to protect the personal booking information held by us. This information will be passed onto the principal and to the relevant suppliers of your travel arrangements. This information may also be provided to public authorities such as customs or immigration if required by them, or as required by law. Certain information may also be passed on to security or credit checking companies. We will only pass your information on to persons responsible for your travel arrangements. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary/religious requirements. (If we cannot pass this information to the relevant suppliers, whether in the EEA or not, we will be unable to provide your booking. In making this booking, you consent to this information being passed onto to the relevant person.) Full details of our data protection policy are available upon request.

14. Foreign Office travel advice: The Foreign & Commonwealth office produces up-to-date travel information to help you make informed decisions about travelling abroad. For further information please visit www.foc.gov.uk/knowbeforeyougo or Tel: 070 606 0290

15. Passports and Visas: The following information applies to British citizens holding a UK passport issued in the UK. Non-British Citizen passport holders or British Citizens holding a UK Passport issued abroad should contact the appropriate consulate or embassy for clarification. Please note that both passport and visa regulations can change and you should therefore check with the relevant embassy well advance of travel. It can often take some time to obtain a visa, so you are advised to apply in plenty of time.

16. Your responsibility: It is your responsibility to ensure you have a valid, acceptable passport and any required visa or any other documentation for the travel you are to undertake. If you do not have the correct documentation for the travel you are to undertake. If you do not have the correct documentation you may be refused carriage by the airline or entry into any country. Where entry is refused, fines or other financial penalties will be imposed on or by the airline and you will be required to return to the country of departure immediately. If you travel without the required documentation you are solely responsible for, and must immediately pay, all fines, surcharges, other financial penalties, costs (including the cost of your immediate return flight) and any other sums which are incurred or imposed by the airline or incurred by ourselves. This will be the case regardless of whether the lack of correct documentation is spotted at the departure airport, We can accept no liability in this situation and no compensation, expenses, refund or other sum will be paid.

17. Validity: A valid passport is essential when you travel abroad. Although your passport has been issued for 10 (five years for children) you should note that some overseas countries have an immigration requirement for a passport to remain valid for a minimum period after the date of entry to that country (typically six months). If your passport is in its final year of validity, you are advised to check the requirements of the destination before you make your final travel plans.

18. Health: Health facilities, hygiene and disease risks are vary worldwide. You should take health advice about your specific needs as early as possible. Sources of information include the following website www.fco.gov.uk and you should contact your General Practitioner or a travel health clinic.

19. 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, riot, industrial dispute, terrorist activity, natural or nuclear disaster, fire, adverse weather conditions, unavoidable technical transport delays or other unforeseen circumstances that may amount to force majeure.

Please note, when 'no frills' carriers are utilised, a higher deposit will be charged and are therefore non-refundable