

PACKAGE HOLIDAY BOOKING CONDITIONS

YOUR CONTRACT IS WITH THE TOUR OPERATOR, Pax Travel Ltd, 2nd Floor, 102 Blundell Street LONDON, N7 9BL, 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.

2) Your Financial Protection

i). When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

ii). When you buy a package holiday that doesn't include a flight, protection is provided by way of a bond held by ABTA.

3) ABTA

We are a Member of ABTA, membership number Y5543. 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 this contract. The scheme is arranged by ABTA and administered independently. It is a simple and inexpensive method of arbitration on documents alone with restricted liability on you for costs. The upper limit on claims is £5,000 per person and £25,000 per booking form. The scheme doesn't apply to claims which are solely in respect of physical injury or illness or their consequences. It can however deal with 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. 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

i) 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.

ii) When you make your booking you must pay the deposit amount, mentioned in the brochure or tour leaflet, per person. The balance of the price of your travel arrangements must be paid no later than the 'BALANCE PAYABLE DATE' shown on your confirmation. 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. Bookings made 2 months, or less, before departure must be paid for in full at the time of booking.

iii) The price of your travel arrangements was calculated using exchange rates quoted by The Royal Bank of Scotland on 22nd June 2016 in relation to the following currencies: £1 x US\$1.40. If the rate falls below £1 x US\$1.30 Pax Travel reserves the right to impose an equivalent surcharge. Tours to the Euro-zone are calculated at an exchange rate of £1 x €1.25. If the rate falls below £1 x €1.20, we will absorb an amount equivalent to 2% of any fall in the exchange rate.

iv) 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 do so within 14 days from the 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.

v) All monies you pay to the travel agent are held by him on behalf and for the benefit of the Trustees of the Air Travel Trust at all times. This is subject to the agent's obligation to pay it to us for so long as we do not fail. If we fail, any money held at that time by the agent, or subsequently accepted from you by him, is and continues to be held on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us.

vi) For balance payments, we levy a surcharge of 1.25% on all credit cards, except American Express, for which the surcharge is 1.9%. **These surcharges do not apply to the payment of deposits and insurance premiums, where there will be no surcharge made for using any credit card or American Express.**

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 £90, and any further cost we incur in making this alteration. 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 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 must be received at our offices. Since we incur costs in cancelling your travel arrangements, you will have to pay cancellation charges as follows:

Period before departure

*in which **written** cancellation*

is received

Cancellation charge

More than 65 days

Deposit only

36 - 65 days

50% of holiday cost

14 - 35 days

80% of holiday cost

48 hours - 13 days

95% of holiday cost

Less than 48 hours

100% of holiday cost

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

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7) If We Change or Cancel Your Holiday

As we plan your holiday arrangements many months in advance we may occasionally have to make changes or cancel your booking and we reserve the right to do so at any time. The itinerary in your brochure is subject to change without prior notice. Flight timings, carriers, aircraft types and airports of destination in the brochure are subject to change as a result of airline procedures and these details are given for guidance only.

Changes If we make a major change to your holiday, we will inform you or your Group Leader 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 holiday and receiving a full refund of all monies paid. In some cases we will also pay compensation (see below). These options don't apply for minor changes. 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 or higher standard, changes of carriers. Please note that carriers such as airlines used in the brochure may be subject to change. Examples of major changes include alteration of your outward/return flights by more than 12 hours, reduction in the standard of accommodation.

Cancellation We will not cancel your travel arrangements less than 8 weeks before your departure date, except for reasons of *force majeure* or failure by you to pay the final balance. We may cancel your holiday before this date if, e.g., the minimum number of clients required for a particular travel arrangement is not reached. If your holiday is cancelled 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). In some cases we will pay compensation.

Compensation If we cancel or make a major change we will pay compensation as detailed below except where the major change or cancellation arises due to reasons of *force majeure*. The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

IF WE CANCEL OR MAKE A MAJOR CHANGE TO YOUR HOLIDAY

<i>Period before departure in which we notify you, or your Group Leader, or your travel agent</i>	<i>Amount you will receive from us per person</i>
22 - 56 days	£20
Under 22 days	£30

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, volcanic ash clouds, 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 Pax Travel Representative (or Group Leader, if there is not a Pax Travel Representative) immediately who will endeavour to put things right. If your complaint is not resolved locally, please follow this up within 7 days of your return home by writing to our Customer Services Department at 2nd Floor, 102 Blundell Street LONDON, N7 9BL, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. It is strongly recommended that you communicate any complaint to the supplier of the services as well as to our representative without delay and complete a report form 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. 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 to a maximum of 2 times the cost 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.

You can ask for copies of the transport companies' contractual terms, or the international conventions, from our offices at 2nd Floor, 102 Blundell Street LONDON, N7 9BL. 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.

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

If any client suffers death, illness or injury whilst on tour arising out of an activity which does not form part of the inclusive holiday arrangements or excursion arranged through us, we shall, at our discretion offer advice, guidance and assistance to help you in resolving any claim you may have against a third party, provided we are advised of the incident within 90 days of the occurrence. Where legal action is contemplated and Pax Travel Ltd's assistance is required our authority must be obtained prior to commencement of proceedings and be subject to your undertaking to assign any costs recovered or any benefits received under an appropriate insurance policy to ourselves. Our costs in respect of the above on behalf of you and your party shall not exceed £5,000 in total.

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.

13) Special Requests

All special requests must be made to us in writing. Special requests you have made will be passed on by us to the relevant service providers (e.g. airlines, hotels, restaurants). While we will do our utmost to ensure that requests are passed on, we cannot guarantee that the requests will be possible in all cases, and we will not be held responsible for requests which are not carried out, or not fulfilled to your satisfaction. In the case of dietary requests, it will be helpful if you let us know exactly what you are able to eat. Note: Some airlines do not accept dietary requests.

14) Carriers Liability

When you travel with a particular carrier, the conditions of that carrier apply, some of which may limit liability. The tour brochure and this booking form are the responsibility of Pax Travel Ltd and are not issued on behalf of, and do not commit the airlines mentioned therein or any airlines whose services are used in the course of the tour. Please note that in accordance with Air Navigation Order, an infant must be under 2 years of age on the date of their return flight, to qualify for infant status.

Please detach and keep these booking conditions for your own reference. Take them on holiday with you.