

BOOKING CONDITIONS

2010/11

YOUR CONTRACT IS WITH BALES WORLDWIDE LIMITED, 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 7 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

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 an ATOL (number 2882) administered by the Civil Aviation Authority for Air Inclusive Holidays and a bond held by ABTA for all other holiday arrangements.

When you buy an ATOL protected air holiday from us you will receive a Confirmation Invoice from us (or via our authorised agent through which you booked) confirming our arrangements and your protection under our Air Travel Organiser's Licence number 2882. 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. The price of our air holiday packages includes the amount of £2.50 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 from this brochure, the financial protection referred to above does not apply. For further information visit the ATOL website at www.atol.org.uk

3. ABTA

We are a Member of ABTA, membership number V7047. 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 on ABTA's website www.abta.com. 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 to mediation to go ahead. The aim is to help you resolve your dispute in a quick and cost effective way. Details on request or from www.abta.com

4. Your Holiday Price

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. When you make your booking you must pay a deposit of 15% of the total cost of your holiday. For certain destinations, Tailor Made holidays and Tailor Made extensions a higher deposit may be required and you will be advised of this at the time your booking is made. Any amounts required to be paid by way of deposits will be considered as non-refundable deposits. The balance of the price of your travel arrangements must be paid at least 10 weeks before your departure date. For certain destinations, Tailor Made holidays and Tailor Made extensions, the balance may be required earlier than 10 weeks before your departure date and you will be advised of this at the time your booking is made. All payments paid directly to us by credit card are subject to a charge of 2.5% (American Express 3%). There is no charge for debit cards. If the deposit and/or balance are/is not paid in time we reserve the right to cancel your travel arrangements, retain your deposits and you will be subject to our normal cancellation charges. All monies you pay to travel agents are held by them on our behalf at all times. The price of your travel arrangements was calculated using exchange rates quoted in the "Financial Times Guide to World Currencies" on 10th June 2009. Your travel arrangements featured in our brochure are planned up to two years in advance and changes may be necessary. We reserve the right to alter any of the services offered in our brochure at any time prior to the issue of our Confirmation Invoice when a contract will exist. Any such changes will be advised at the time that you make your booking.

Following the issue of our Confirmation Invoice, any increase in your holiday price will be as a result of changes in our costs of providing your holiday resulting from:

- transportation charges such as fuel, airport charges, scheduled airfares and other transport charges which form part of our contract with the transport provider;
- government action such as increases in VAT or any other Government imposed increases;
- currency fluctuations. 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 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 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 as set out below and any further costs we may 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. Scheduled airlines normally regard name changes as a cancellation and rebooking, and any alteration may incur a 100% cancellation charge in respect of the airfare.

It will not be possible to make changes to your departure date or chosen holiday within 70 days of your departure although if you are prevented from proceeding with your holiday you may be able to transfer the booking to another person provided that you give us not less than 28 days notice.

Charges for changes -

70 days or more prior to departure:

Name change: £35 per person

Date or tour change: £100 per person

Less than 70 days and more than 56 days prior to departure:

Name change: £50 per person

Date or tour change: £150 per person

6. If You Cancel Your Holiday

If you wish to cancel or transfer your booking for any reason other than for there being additional charges (see clause 4) or alterations to the arrangements (see clause 7) below you may do so providing that you give us written notice of cancellation which must be signed by the person who made the booking or the travel agent as appropriate. Cancellation is effective from the date upon which we receive your written notice. If we receive the notice of cancellation or transfer up to 70 days before the departure date you merely forfeit your deposits. After that date you will additionally be liable for the following cancellation or transfer charges based on the time we receive your written notice:

Holiday cancellation charges	
Period before departure within which notice of cancellation is received by us in writing	% of total booking price*
More than 70 days	Loss of Deposit
57-70 days	30%
29-56 days	50%
15-28 days	60%
7-14 days	90%
Less than 7 days	100%

*Where the standard deposit is increased to secure specific facilities or extras, which are non-refundable in whole or part, then the scale of cancellation charges will be calculated based on the % of the cost of all other arrangements, or loss of deposit, as applicable, and the non-refundable charges will be added to that cancellation charge to give the total charge.

If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges. You are advised to ensure that your policy has sufficient financial protection to cover you in the event of cancellation.

Note: certain arrangements may not be cancelled after they have been confirmed and any cancellation could incur a cancellation charge of up to 100% of that part of the arrangement.

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.

All group departures are subject to a minimum number of passengers. Normally this number is 10 but does vary from tour to tour. All group departures are reviewed at least ten weeks prior to departure which is the latest date that a tour would be cancelled on account of low numbers. If we have to cancel a departure you will be offered an alternative holiday or a full refund of the tour price. However, we will not cancel your travel arrangements after the date when the balance of the price becomes due, unless you are otherwise advised at the time of booking, 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 compensation as set out in this clause.

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 changed arrangements, or purchasing alternative arrangements from us of a similar standard to those already booked, if available. If the chosen alternative is less expensive than your original one, we will refund the difference but if it is more expensive, we will ask you to pay the difference, or cancel 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 below.

Period before departure when a major change is notified	Compensation payable per adult (for children see below)
More than 70 days	£0.00
29-69 days	£25.00
15-28 days	£35.00
7-14 days	£40.00
Less than 7 days	£50.00

Please note that the above payments are per full fare-paying passenger (excluding infants). For children invoiced at reduced rates, compensation will be paid on a pro-rata basis of the adult fare.

In any case the limit will be £50 per person. The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

You will be advised of the airline operating your flight and aircraft type with your e-tickets confirmation and flight schedules. We reserve the right to change airlines or change aircraft types at any time and this will not be a major change for the purposes of these Booking Conditions nor will the re-scheduling of a flight providing it arrives within 12 hours of the original schedule. In the event that you choose to cancel your holiday as a result of such change, our normal scale of cancellation charges will apply.

Flight timings are provided by the airlines and are subject to weather conditions, air traffic control and all passengers checking in on time. We can give no guarantee that the flight will depart at the time shown on your e-ticket confirmation. Where an airline is unable to operate your confirmed domestic flights, travel by road or railway may be an alternative.

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 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, pandemic illness, fire, adverse weather conditions.

8. If You Have a Complaint

If you have a problem during your holiday, please immediately inform your tour manager or our agent and endeavour to put things right. Should a problem not be resolved satisfactorily, you may call our Emergency Telephone number which will be given to you with your documentation.

If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to us at Bales House, Junction Road, Dorking, Surrey, RH4 3HL 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. For independent clients, it is strongly suggested that you communicate any complaint to the supplier of the services in question as well as to our agent without delay, and not await your return home before reporting.

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 on our tour and this may affect your rights under this contract.

9. Our Liability to You

If the contract we have with you is not performed or is improperly performed by our suppliers or us, 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:

(i) you, or a third party unconnected with the provision of the travel arrangements, and where the failure is unforeseeable or unavoidable; or

(ii) 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

(iii) 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 three 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 these international conventions from our office at Bales House, Junction Road, Dorking, Surrey, RH4 3HL, telephone no 0870 241 3208 (national rate).

Under EU law 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 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).

10. Additional Assistance for Packages

If the contract we have with you for your package holiday is not performed or is improperly performed as a result of failures attributable to a third party unconnected with the provision of the services that make up the package, 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 assistance as is reasonable in the circumstances.

11. Passport, Visa and Immigration Requirements

Passengers must carry passports valid for 6 months from their return date. Holders of passports which are not British should take particular care as visa requirements may differ and it is most important that your passport contains the correct visa for your journey. If you would let us know, at the time of booking, what kind of passport you hold, we would be pleased to advise you accordingly. However, it is the personal responsibility of the passenger to make sure his or her passport is valid and contains the necessary visa and travel documents for his or her journey. As visas are issued within a time limit, we strongly advise that no visas are obtained prior to eight weeks before your departure date.

We emphasise that 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. 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.

13. Conditions of Carriage

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.

14. Older Passengers

We are always delighted to receive bookings from clients over 70 years of age and feel we have much to offer within the range of holidays we feature. However, we would stipulate that those clients in this age group ensure that we are fully advised of any special requirements, as the success of these holidays depends upon us being provided with the necessary information as to their particular needs. With this information we hope to ensure that we avoid any problems regarding health on the holiday to either themselves or other participants.

Please note that on some of our holidays the local agents ask for medical certificates from our clients above a certain age and you will be advised of this at the time of booking.

We regret to advise that we cannot accept any clients over 80 years of age unless they are accompanied by a younger person, or they are taking a Tailor Made holiday.

15. Adequate Insurance Protection

We regret we are unable to accept clients who have not taken out adequate holiday travel insurance protection either through Bales, their travel agent or from other sources. If you do not have holiday insurance cover at the time of booking, you may personally be liable for cancellation charges.

For all clients arranging their own insurance, we must receive full details of the insurance company, policy number and 24-hour emergency contact number. It is imperative that you familiarise yourself with the details and conditions of your policy and that you notify your insurance company of any pre-existing medical condition. Failure to do so can invalidate the insurance cover.

16. Time Schedules

Many destinations featured in our itineraries are to less developed countries. Whilst everything possible is done to ensure the smooth running of your holiday, unavoidable delays do occasionally occur, especially in respect of domestic airlines, security clearance at airports, and unforeseeable action on the part of government offices.

17. First and Business Class

When requesting first or business class travel, you are asked to note that first and business class travel applies to the sector departing from the UK directly to the first overseas airport to which you fly. Flights within the UK, within countries overseas or between countries outside of Europe may be in economy class. You are advised to check and confirm full details of your flights at the time of booking.

18. General Information

General information, set out on the previous page, should be read in conjunction with the foregoing Booking Conditions