

Worldwide Escapes Agency Booking Conditions

1. These Booking Conditions, together with any other information brought to your attention before you booked your arrangements, form the basis of your contract with Worldwide Escapes Ltd ('we', 'us' or 'our'). Please read them carefully as they set out our respective rights and obligations. When you make a booking you guarantee that you have the authority to accept and do accept on behalf of all members of your party, the terms of these booking conditions. The first named person on the booking will be the party leader and will be responsible for making all payments due to us.

2. Except where otherwise specified, Worldwide Escapes Ltd act solely as an agent in respect of all bookings we take and/or make on your behalf. We accept no liability in relation to any contract you enter into or for any services or arrangements you purchase ("arrangements") or for the acts or omissions of any provider(s) of arrangements or other person(s) or party (ies) connected with any arrangements. For all bookings, your contract will be with the provider of the arrangements ('The provider(s)'). The terms and conditions of the provider(s) of your confirmed arrangements will apply to your booking. These terms and conditions may limit and/or exclude the provider's liability to you. Copies of these conditions are available on request from us.

3. By agreeing to our terms and conditions (either verbally or in writing) you agree that:-

a) you have read these terms and conditions and the provider's terms and conditions and you agree to be bound by both of them;

b) you consent to our use of your information in accordance with our Privacy Policy;

You may decide to make one or more bookings with us at the same time. The price charged in total for more than one booking will always equal the prices charged separately for each individual booking. All arrangements are available to be purchased separately at the same price as they are when more than one booking is made. This means that any multiple bookings do not constitute a package as defined in the Package Travel, Package Holidays and Package Tours Regulations 1992 nor the Civil Aviation (Air Travel Organisers' Licensing) Regulations 1995, Amended 2003.

BOOKING AND PAYMENT

4. Following an enquiry, we will often provide you with one or more options for different arrangements to enable you to decide which is most appropriate. Where we do, these arrangements will be identified as being 'proposals'. Such proposals do not constitute a binding contract between you and any provider identified. Once you have decided which arrangements you would like to book, subject to the applicable provider(s) having those arrangements available, you must pay a deposit as required by the provider(s) of the arrangements in question (or full payment if booking within 12 weeks of departure). You must also pay all applicable insurance premiums, booking fees and credit/debit charges which apply.

5. Once your booking is confirmed a contract between you and the provider(s) of the arrangements in question will come into existence when the appropriate payment has been made in respect of each arrangement booked and we despatch to you, the confirmation(s) of the provider(s) of the arrangement(s) concerned. Please check your confirmation carefully and report any incorrect or incomplete information to us immediately. You must ensure that names are exactly as stated in the relevant passport. As we act only as booking agent, we have no responsibility for any errors in any documentation except where an error is made by us.

6. If you have paid a deposit, you must pay the full balance by the balance due date notified to you. If full payment is not received by the balance due date, we will notify the provider who may cancel your booking and charge the cancellation fees set out in their booking conditions.

7. We accept all forms payment. For Visa and Mastercard transactions we charge a 1% fee and 2.2% for American Express. Cheques should be made payable to Worldwide Escapes Ltd.

8. Except where otherwise advised or stated in the booking conditions of the provider concerned, all monies you pay to us for arrangements will be held on behalf of the provider(s) concerned.

CHANGES AND ERRORS

9. As prices are fixed by the relevant provider and are subject to change, we reserve the right to amend advertised prices at any time. We also reserve the right to correct errors in both advertised and confirmed prices and other website information. The relevant provider has calculated the price of your arrangements using exchange rates which are subject to fluctuation. The provider may have to amend the advertised prices of arrangements at any time as a result of

these fluctuations. **Important note:** Changes to and errors in prices and other website details sometimes occur. You must check the price of your chosen arrangements at the time of booking.

INSURANCE

10. You are strongly recommended to take out personal travel insurance for all members of your party. Some providers will require that you do so. It is your responsibility to ensure that the insurance you purchase is adequate and appropriate for your particular needs. Please read your policy details on receipt and ensure that you take them with you on holiday.

SPECIAL REQUESTS

11. If you have any special requests (for example dietary requirements, cots or room location), please let us know at the time of booking. We will endeavour to pass on all such requests to the provider, however we cannot guarantee that they will be met. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed.

CHANGES AND CANCELLATIONS BY YOU

12. Any cancellation or amendment request must be sent to us in writing, by email, fax or post, and will take effect from the day of receipt. Amendments and cancellations can only be accepted in accordance with the terms and conditions of the provider of your arrangements. The provider may charge the cancellation or amendment charges shown in their booking conditions (which may be as much as 100% of the cost of the travel arrangements and will normally increase closer to the date of departure). You will be notified of the exact charges at the time of amendment or cancellation. Please ensure that you have received written confirmation of any changes to your booking prior to travel. **Important note:** Certain arrangements (such as scheduled airline seats) may not be amended after they have been confirmed and any alteration or cancellation could incur a charge of up to 100% of that part of the arrangements. This could be payable in addition to other cancellation charges.

CHANGES AND CANCELLATIONS BY THE PROVIDER

13. We will inform you as soon as reasonably possible if the provider needs to make a significant change to your confirmed arrangements or to cancel them. We will also liaise between you and the provider in relation to any alternative

arrangements offered by the provider, but we will have no further liability to you.

OUR RESPONSIBILITY FOR YOUR BOOKING

14. Your contract is with the provider and its booking conditions will apply. As agent, we accept no responsibility for the actual provision of the arrangements. Our responsibilities are limited to making the booking in accordance with your instructions. We accept no responsibility for any information about the arrangements that we pass on to you in good faith. However, in the event that we are found liable to you on any basis whatsoever, our maximum liability to you is limited to the commission we have earned on the booking of the arrangements in question. We do not exclude or limit any liability for death or personal injury that arises as a result of our negligence or that of any of our employees whilst acting in the course of their employment.

Except where otherwise expressly stated, we cannot accept liability or pay compensation where the performance of our obligations to you are affected or prevented as a result of 'force majeure'. In these booking conditions, 'force majeure' means any event which either ourselves or the provider of the service in question could not foresee or avoid, even with due care and consideration. Such events include war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside of our control.

VISA, PASSPORT & HEALTH REQUIREMENTS

15. Unless you tell us otherwise, we are entitled to assume that all members of your party are in good health and are British citizens who hold full British passports valid for the entire duration of the arrangements you have chosen to purchase. Information on visa, passport and health requirements, where given and applicable, is provided on this basis. Non-British passport holders are requested to check their visa and passport requirements with the Embassy or Consulate of the country(ies) to or through which they wish to travel. Requirements may change and you are therefore strongly recommended to check the up to date position with the provider of the arrangements, Passport Office, appropriate embassy or consulate or your doctor as applicable in good time before departure. It is your responsibility to ensure that any passports, visas, health certificates, International Driving Licences and other travel documents required for your holiday are obtained by you and it remains your responsibility to ensure that these are all in order and to meet any

additional costs incurred as a result of failure to comply with such requirements. The Foreign & Commonwealth Advice Unit may have issued information about your holiday destination. You are advised to check this information on BBC2 (Ceefax) page 470 onwards or on the Internet under the address <http://www.fco.gov.uk/>. Alternatively, you can contact the ABTA Consumer Affairs Information Department on 0207 637 2444.

COMPLAINTS

16. Because the contract for your arrangements is between you and the provider, any queries or concerns should be addressed to them. If you have a problem whilst on holiday, this must be reported to the provider or their agent immediately. If you fail to follow this procedure, there will be less opportunity for the provider to investigate and rectify your complaint. The amount of compensation you may be entitled to may therefore be reduced or extinguished as a result. If you wish to complain when you return home, please write directly to the provider. You will see their name and contact details in any confirmation documents we send you. If the matter cannot be resolved and it involves us or another ABTA member then it can be referred to the arbitration scheme arranged by ABTA. See clause 17.

ABTA

17. We are a member of ABTA, membership number J9943. 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 <http://www.abta.com>. The arbitration scheme is arranged by ABTA and administered independently by 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 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 the Chartered Institute of Arbitrators within nine months of the date of return from the holiday. Outside this time limit arbitration

under the Scheme may still be available if we agree, 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. The aim is to help you resolve your dispute in a quick and cost effective way. Details on request, or from www.abta.com.

FINANCIAL PROTECTION

18. Some of the providers that we act for offer financial protection for your monies. This means that, in the unlikely event of their insolvency your arrangements can't be provided, you will receive your money back or, if your stay has started, arrangements will be made for you to be able to continue as planned. **Not all providers offer such protection. You should check each provider's booking conditions for details.** If the provider that you have chosen does not offer such protection we may be able to offer suitable insurance cover under the ABTA Protection Plan. Please ask for full details.

LAW & JURISDICTION

19. These terms of business are governed by English law and the courts of England and Wales have jurisdiction (unless you live in Scotland or Northern Ireland, in which case you can bring proceedings in your local court under Scottish or Northern Irish law, as applicable).

ACCURACY OF DOCUMENTATION & INFORMATION

20. All descriptions and content on our website or otherwise issued by us is done so on behalf of the provider(s) in question are intended to present a general idea of the services provided by the provider(s) in question. Not all details of the relevant services can be included on our website or on our other marketing material.

Important note: the information and prices advertised may have changed by the time you come to book your arrangements. Although we make every effort to ensure the accuracy of our information and prices, regrettably errors do occasionally occur. You must therefore ensure you check the price and all other details of your chosen arrangements with us at the time of booking.

DELAYS

21. Unfortunately, delays can occur from time to time and your welfare during this time is the responsibility of the transport provider. Therefore you are requested to address any complaints to the transport provider at the time. You should also check your insurance policy, as you may have cover against delays.

FLIGHTS

22. We are not always in a position at the time of booking to confirm the carrier(s), aircraft type and flight timings which will be used in connection with your flight.

Where we are only able to inform you of the likely carrier(s) at the time of booking, we shall inform you of the identity of the actual carrier(s) or any change in the identity of the actual carrier(s) as soon as we become aware of this. The carrier(s), flight timings and types of aircraft shown on your confirmation invoice are for guidance only and are subject to alteration and confirmation. The latest timings will be shown on your tickets. You must accordingly check your tickets very carefully immediately on receipt to ensure you have the correct flight times. It is possible that flight times may be changed even after tickets have been despatched - we will contact you as soon as possible if this occurs.

Any change in the identity of the carrier(s), flight timings, and/or aircraft type will not entitle you to cancel or change to other arrangements without paying the provider's normal charges.

Please note the existence of a "Community list" (available for inspection at http://europa.eu.int/comm/transport/air/safety/flywell_en.htm) detailing air carriers that are subject to an operating ban with the EU Community.

Under EU Law, you have rights in some circumstances to refunds and/or compensation from the 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. Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your holiday price from us or the provider concerned. If the airline does not comply with these rules you should complain to the air transport users council on 02072406061 www.auc.org.uk. 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.

Where you ask us to book airline seats for you as part of your arrangements and we confirm them on behalf of the airline concerned, it is the Airline in question that controls these reservations and we have no liability if the airline concerned changes these reservations or does not honour them.

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