

BOOKING CONDITIONS . . .

These are the Booking Conditions. The Booking Conditions and the Booking Form comprise the contract between you and us (Airtrack Services Limited). When you sign the Booking Form you are agreeing to the Booking Conditions. When you ask us to make the arrangements for the services requested, you appoint us to act as your agent to arrange the services. When we have done that for you and confirmed the booking and you have paid the initial payment, we will accept responsibility for providing the services.

After reading this document keep it in a safe place.

1 THE CONTRACT

a) The receipt by Airtrack Services Limited ("the Company") of a Booking Form signed by you ("the Client") shall be an authority to the Company from the Client to contract with any necessary person or body for the purposes of the proposed booking and shall be a representation by the Client that he has read and understood the arrangement details as printed in the brochure or displayed on the Company's web site.

b) Any person contracting a booking on behalf of himself and / or others shall be responsible to the Company for the obligations of all persons named on the Booking Form and any other persons subsequently (with the Company's knowledge and approval) substituted for those named on the Booking Form. The person signing the Booking Form warrants to the Company that he has the authority of all such persons to accept these conditions on their behalf and he personally guarantees payment to the Company of the total cost of the arrangements booked. The Company's contract shall be with the person who signed the Booking Form and all references in these conditions to "the Client" shall be references to that person.

c) No contract shall exist between the Company and the Client until the Company has confirmed the booking in writing to the Client. This confirmation will be in the form of an invoice and a detailed itinerary which, subject to paragraph 7(c) below, will define the services the Company will provide to the Client. It is the responsibility of the Client to check that the content conforms to the Client's requirements.

d) The names of all the people travelling in a party should be provided on the Booking Form which is signed by the Client. All names for the booking must be confirmed in writing to the Company no later than 4 weeks before departure. Any name that is changed in response to a request notified to the Company more than 6 weeks before departure will attract an amendment charge under paragraph 4(a) below. Any name that is changed in response to a request notified to the Company less than 6 weeks before departure will attract an amendment charge under paragraph 4(c) below. If any name is not supplied 4 weeks before departure, it will be treated as cancelled and will attract a cancellation charge under paragraph 5 below.

2 PAYMENT

a) The Company will be under no duty to provide any services to the Client until the Client's initial payment (see (d) below) has been received. The balance of the booking price is payable not less than 8 weeks before departure. The Company shall be entitled to cancel the booking in the event that the balance of the booking price has not been received in full by the Company 8 weeks before departure in which event a cancellation charge of 100% of the booking price will become due. All monies paid will be put towards the cancellation charge payable by the Client

b) Any money paid by the Client to an agent in respect of a booking with the Company and held by the agent is held on behalf of the Company.

c) Payment of initial payments and balances may be made by credit card or American Express, Access or Visa. However any balance paid by this method will attract an additional charge equivalent to 2% of the amount paid. No such charge will be levied for deposits when paid by this method.

d) An initial payment is defined for the purpose of this contract as the following per person rates:

- Full amount of holiday price for booking cost up to £150 per person
- £150 per person for a booking total up to £500 per person
- £250 per person for a booking total over £500 per person
- Special terms will be applicable for booking costing over £1000.

3 SURCHARGES

The price of a Client's booking is fully guaranteed once a contract has been made and will not be subject to any surcharge although if the UK Government or another regulatory organisation or the airline industry introduces any charges for increased security or for increased financial protection against financial failure, the Company can pass the cost of this on to the Client. Whilst the Company reserves the right to change its arrangement prices at any time before the Client books, the price of the arrangements as shown on the Company's invoice will not (except for any charges for increased security etc as mentioned above) be increased unless the Client amends the booking after the contract has been made.

4 CHANGES BY THE CLIENT

a) If after the Client's booking has been confirmed the Client wishes to change the booking in any way and notifies the Company of that wish in writing more than 6 weeks before departure, the Company will do its utmost to make the requested changes. Whenever the Company can make the changes there will be an amendment charge. When the change is to the name of a passenger, the amendment charge will be a minimum of £25 per changed name. The one exception is where the Company charters a whole aircraft where the Company will accept name changes up to 10 days before departure FREE of CHARGE. With other changes charges vary according to the type of travel arrangements but the amount charged shall be no less than £25 per person per amended component of the holiday. With some forms of air travel no changes will be possible and in that situation if the whole or part of the package has to be cancelled, the cancellation charge payable by the Client under paragraph 5 below will be the full booking price (or the full price of the cancelled component (s) of the package, as appropriate).

b) When a change (other than a change of passenger name) is requested less than 6 weeks before departure, the revised booking will be treated as a new booking and the cancellation charge under paragraph 5 below will apply to the original booking.

5 CANCELLATION BY THE CLIENT

a) The Company upon receiving written notice of cancellation from the Client shall refund the full holiday price to the Client less a cancellation charge, calculated from date of receipt of notice as follows:

- More than 56 days prior to departure: the initial payment.
- 56-43 days prior to departure: 50% of the full holiday price (or the initial payment, if greater)
- 42-29 days prior to departure: 75% of the full holiday price (or the initial payment, if greater)
- Less than 29 days prior to departure: the full holiday price.

No refunds will be due to the Client until the Company acknowledges receipt of the notice of cancellation by the issue of an amended or cancellation invoice. Event tickets and hospitality will always incur a 100% cancellation charge on receipt of cancellation notice as will other types of expense incurred by the Company which are non cancellable from our suppliers.

Any insurance premium paid by the Client through the Company will not be refunded though it will not form part of the full booking price in the calculation of the cancellation charge. The Client may be entitled to claim under the insurance policy for any loss incurred by cancellation.

b) In the event of the Client cancelling part only of a holiday, the amount of any refund due to the Client under paragraph 5(a) above shall be such proportion of the refund that would have been due had the entire booking been cancelled as the price of the cancelled component (or components) bears to the full booking price.

c) Where there is a party booking and the cancellation relates to only one member or some members of the party, the cancellation charge and refund will be calculated as above for each such member on a per person basis.

6 CANCELLATION BY THE COMPANY

a) In circumstances beyond the Company's control such as war, terrorism, hostilities, riots or political unrest (or the threat of any of these), industrial disputes, natural disasters, adverse weather conditions or the withdrawal of (or significant interference with) any of the services in the booking, it may be necessary for the Company to cancel the Client's booking. In such circumstances, the Company will notify the Client of the cancellation as soon as practicable. Following such cancellation the Company may refund to the Client all or part of the monies paid.

b) In other circumstances, such as insufficient demand for the arrangements, it may necessary for the Company to cancel the Client's booking. In such circumstances the Company will notify the Client of the cancellation as soon as practicable. The Company will then offer the Client a similar set of arrangements, if one is available and the supplier conforms to our standards of service, but if that is not acceptable to the Client, the Company will refund all monies paid by the Client.

7 CHANGES BY THE COMPANY

a) The Company reserves the right after a booking has been confirmed to vary arrangements when variation is necessitated by changes in conditions such as event date, hotel accommodation and travel arrangements and other services included in the booking. Notice in writing of any variation will be given to the Client as soon as is practicable.

In the event that any variation is a material change (as defined below) to the Client's travel plans the Company will offer the following options:

- Full refund of all monies paid, or

- Choice of alternative arrangements, or
 - Acceptance of the variation.
- b) For the purposes of this agreement a variation will be considered as a material change if:
- Departure time is varied by more than 12 hours; or
 - Departure point is changed (except between any of the airports serving London) ; or
 - Hotel quality is reduced, measured by the official Government star rating.
- c) Details included in the itinerary produced at the time of booking are for information purposes only - accurate details will be shown on the Client's final itinerary which is included in the booking documentation.

8 LIABILITY

- a) Subject to compliance by the Client with these conditions, the Company will accept liability for loss or damage (other than illness, injury or death) suffered by the Client if the services provided by the Company are not of a reasonable standard and also for loss or damage (other than illness, injury or death) suffered by the Client as the result of any wrongful act by any of the Company's employees, agents, suppliers or sub-contractors whilst carrying out work authorised by the Company. However the Company will accept no liability under this sub-paragraph if the failure of service or the act complained of occurred as a result of circumstances beyond the Company's control of the type mentioned in paragraph 6(a) above. Moreover, the Company's liability for loss or damage (other than illness, injury or death) resulting from a failure of service shall not exceed the full price of the Client's booking.
- b) If the Client dies or is injured or becomes ill as the result of a failure by the Company to provide services of a reasonable standard to the Client or as the result of any wrongful act by any of the Company's employees, agents, suppliers or sub-contractors whilst carrying out work authorised by the Company, the Company will accept liability, unless:
- It was the fault of the person who died, was injured or became ill; or
 - Someone else was at fault which neither the Company nor its employees, agents, suppliers or sub-contractors could have expected or avoided; or
 - An event happened which neither the Company nor its employees, agents, suppliers or sub-contractors could have expected or avoided.
- c) For the failings or defaults of air, rail, road and sea carriers and hotel keepers, the Company's liability to the Client is limited as if the Company was a carrier or hotel keeper within the appropriate international conventions. The maximum the Company will have to pay to the Client for valid claims of this nature is the most the Company would have to pay under those conventions if it were a carrier or hotel keeper and will not in any event exceed the full price of the Client's booking value.
- d) The Company will not be liable to compensate the Client if the booking is cancelled by the Company at any time (whether prior to departure or during the event itself) due to circumstances beyond its control of the type mentioned in paragraph 6(a) above. If the Company cancels the booking in other circumstances, paragraph 6(b) above will apply.
- e) The Company will not be liable to compensate the Client if any necessary changes to the Client's arrangements are made by the Company. Nor will the Company accept any liability for loss or damage arising out of delays or changes in air, rail, road, ferry or other services caused by adverse weather or other adverse operating conditions, mechanical or technical breakdowns or problems, industrial disputes or similar events.
- f) It is a condition of this contract that any claim against the Company should be notified to the Company in writing as soon as practicable after the event and no longer than 14 days after the event. If the Company pays compensation to the Client, the Client must pass on to the Company or its insurers any rights he may have to take action against anyone else. The Client must also give the Company and its insurers any assistance required.
- g) Whenever there is a party booking, references to "the Client" in sub-paragraphs (a) to (f) above shall be treated as references to the individual member of that party in respect of whose loss or damage compensation is claimed from the Company.

9 COMPLAINTS

Any complaint arising from the booking should be made to the Company in writing as soon as practicable after the event and no longer than 14 days after the event. In the event that the Company and the Client are unable to resolve any dispute both parties shall submit the dispute to an Arbitrator.

10 HOTEL CONDITIONS

- a) The hotel gradings shown in any brochure produced by the Company are those provided by the Official Tourist Board of the country to which they relate.
- b) Numbers of people sharing the accommodation are limited to those listed on the Booking Form.
- c) The booking of a room by the Company is on the condition that the Client checks in at the hotel no

later than 1800 hours local time. Any deviation from this is entirely at the risk of the Client. The hotel reserves the right to re sell the room if the Client does not comply with this requirement.

11 BROCHURE AND WEB SITE ACCURACY

Whilst all efforts have been made to produce accurate information on the Company web site or in any brochure the Company produces the Company accepts no liability for any losses resulting from incorrect information.

12 INSURANCE COVER

a) For the Client's protection, the Client and all members of his party must have adequate travel insurance for the period of the arrangements provided. At the time of booking, the Client must either purchase the travel insurance offered by the Company or give the Company the relevant details of the Client's alternative policy (i.e. name of insurance company, policy number, contact telephone number etc). If the Client cannot give these details to the Company straightaway, he must provide them within 7 days of making the booking. Failure to comply with this requirement will mean the contract between the Company and the Client may be terminated by the Company and the Company will then be discharged from any further obligations under the contract (including the provision of further services). It is the Client's responsibility to ensure that the insurance purchased is suitable and adequate for the particular needs of each member of his party.

b) If at any time after the booking has been confirmed the Client notifies the Company of his wish to change the names of any members of his party, the Client must, when notifying that wish, for each newly named passenger, either purchase a new travel insurance policy offered by the Company or give the Company details of the alternative policy taken out.

13 BEHAVIOUR

It is a strict condition of the contract that the Client should behave in a reasonable manner at all times when he is using the services provided by the Company. Any Company employee, agent or supplier who is providing services to the Client may refuse to provide the services if the Client (or any person for whom the Client is responsible under paragraph 1(b) above) is (or is reasonably believed to be) in breach of this condition. In such circumstances the contract between the Company and the Client may be terminated by the Company immediately and the Company will then be discharged from any further obligations under the contract (including the provision of further services). All damage and extra costs incurred by the Company as a consequence of the unreasonable behaviour will be the responsibility of the Client.

14 CONSUMER PROTECTION

The air holidays and flights in this brochure are ATOL Protected, since we hold an Air Travel Organiser's Licence granted by the Civil Aviation Authority . Our ATOL number is 2985. 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. For further information, visit the ATOL website at www.atol.org.uk

The contract is in accordance with the English Law and subject to the jurisdiction of the courts of England and Wales.

Published, 13 September, 2006
Airtrack Services Ltd
16-17 Windsor Street,
Uxbridge, Middx, UB8 1AB,
United Kingdom.