

Booking Conditions 2010

Applicable to holidays featured in this brochure departing from 1st December 2009 to 31st December 2010

COMMUNICATIONS BETWEEN US

For bookings made directly with us online we will send our confirmation invoice and any applicable amendment or cancellation invoice to you by email. If you have booked directly with us by phone we will also send these documents by email if you have indicated at the time of booking that you would prefer us to do so, otherwise we will send these documents by post. If you contact us by email (for example with a query relating to your booking), you authorise us to reply using the email address you have used to contact us. You must accordingly check your e-mails on a regular basis. Not all communications can go by e-mail – for example flight tickets may be sent to you by normal post. Please note that we may issue tickets for some of our flights as e-tickets for which we must have up to date email addresses for your booking.

We may also contact you by post if we cannot, for whatever reason, contact you by e-mail or you have booked directly by phone and have chosen not to be contacted in this way. References in these Booking Conditions to 'send' include e-mail and post, as appropriate. If you wish to and you have booked direct with us you may contact us by e-mail for any of the reasons mentioned in these Booking Conditions (for example to request an amendment or notify a cancellation) providing you do so to administration@markwarner.co.uk.

NB If you have booked through one of our authorised travel agents all correspondence with us must be carried out via your travel agent.

Please note that telephone calls to our reservations department may be monitored/recorded for training and customer services purposes.

Except as set out in clause 14, these Booking Conditions only apply to holiday arrangements which you book with us in the UK and which we agree to make, provide or perform (as applicable) as part of our contract with you. All references in these Booking Conditions to "holiday", "booking", "contract", or "arrangements" mean such holiday arrangements except for the arrangements referred to in 14 (b) where we act only as agent.

1 MAKING A BOOKING

Your contract is with Mark Warner Limited ('we' or 'us'). In all cases, these Booking Conditions together with our Travel Information and How to Book sections appearing on our website (www.markwarner.co.uk) or on pages 86-87 in our brochure form the basis of your contract. References to 'you' and 'the client' means all persons named on the booking, or any of them as applicable (including anyone who is added or substituted at a later date). Please see 'HOW TO BOOK' on pages 86-87 in our brochure or on our website (www.markwarner.co.uk) for full details. Before making a booking with us, you must ensure you have read and understood these Booking Conditions (raising any queries you may have with us). By asking us to confirm your booking, you are liable to be regarded as having

had the opportunity to do so and to have actually done so before a contract between us comes into existence. When you make a booking, the first named person on the booking must pay us (if booking direct with us) or your travel agent (if you have booked through a travel agent) deposits or full payment as applicable (see 'HOW TO BOOK' as set out above). Please note: if booking direct with us, deposit payments (or full balances if booking within 10 weeks of the start of your holiday) must be made by either credit or debit card at the time of booking.

A Bookings made by telephone or in person

A binding contract between us comes into existence when:

1) we (if you book direct with us by telephone) or your travel agent (if you book through one of our authorised travel agents) have received all appropriate payments at the time of booking (if you choose to pay by credit or debit card you must have authorised us or your travel agent to deduct the appropriate payments from your card) or

2) (for bookings made with travel agents only) you have agreed that your travel agent will receive all appropriate payments within 3 working days of your booking having been made **and**

3) we have verbally confirmed the booking to you or your travel agent over the telephone.

In the case of option 2 above, if your travel agent does not receive all appropriate payments within 3 working days of your booking having been made at the latest, we will cancel your reservation without penalty to either us or you and we will have no further liability to you.

A confirmation invoice will be dispatched to your travel agent or to the first named person on the booking if you have booked direct with us once a binding contract between us has come into existence as set out above.

B Online bookings

A binding contract between us comes into existence when we have received all appropriate payments from you at the time of booking **and** we have despatched our confirmation invoice to you.

Please note: all bookings are subject to availability.

Full payment less any deposit pre-paid must reach us not less than ten weeks prior to departure. The first named person on the booking is liable for making full payment for all persons named on the booking (including anyone added or substituted at a later stage). If payment is not received in full by the due date, we will issue a reminder to you (if you are booking direct with us) or to your travel agent. If, within 7 days of our issuing the reminder, we have not received full payment, we are entitled to assume that you wish to cancel your booking and we will retain the deposit paid. If we do not cancel straight away because you have promised to make payment, you must pay the cancellation charges shown in clause 5 depending on the date we reasonably treat your booking as cancelled. Should you book

your holiday through one of our authorised travel agents, all monies you pay to the agent for a flight inclusive holiday with us will be held by the agent on our behalf until they are paid to us or refunded to you. For all non flight inclusive holidays, all monies you pay to one of our authorised agents will be held by the agent on your behalf until a binding contract between us comes into existence. After that point, your agent will hold the monies on our behalf.

Please note: all transactions made via credit card incur a 2% handling fee (not applicable to debit cards). If the card issuer increases its charges to us, we reserve the right to increase this handling fee.

Please carefully read your confirmation invoice, tickets and all other documents we send you as soon as you receive them. Contact us (if you have booked direct) or your travel agent immediately if any information appears to be incorrect as it may not be possible to make changes later. We regret we cannot accept any liability if we are not notified of any inaccuracy (by us) in any document within 14 days of our sending it out (5 days for tickets). We will do our best to rectify any inaccuracies notified outside these time limits. However, you will be responsible for any costs and expenses involved in doing so except where we made the mistake and there is a good reason why you didn't contact us within the time limit.

2 MEDICAL CONDITIONS AND DISABILITIES

If you have any medical problem or disability which may affect your holiday, please tell us (if you are booking direct) or your travel agent before you confirm your booking so that we can advise as to the suitability of the chosen arrangements. In any event, you must give us or your travel agent full details in writing at the time of booking. (If you wish to book online you should email or telephone us with these details prior to making your booking online). You must also promptly notify us of any deterioration or adverse change in or development of any medical condition or disability which may affect your holiday. If we reasonably feel unable to properly accommodate the particular needs of the person concerned, we must reserve the right to decline the booking or, if full details are not given at the time of booking, cancel when we become aware of these details.

You have 14 days from the issue date printed on the surcharge invoice to tell us in writing if you want to cancel or purchase another holiday where applicable. If you do not tell us that you wish to do so within this period of time, we are entitled to assume that you will pay the surcharge. Any surcharge must be paid with the balance of the cost of the holiday or within 14 days of the issue date printed on the surcharge invoice, whichever is the later. We promise not to levy a surcharge within 30 days of departure. No refund will be paid during this period either.

Please note, changes and errors occasionally occur. You must check the price of your chosen holiday at the time of booking.

3 PRICES AND SURCHARGES

The holiday prices quoted on our website and in our brochure or verbally to you are based on exchange rates as taken from the Financial Times Guide to World Currencies published on 18 November 2009 and known costs on that date. The exchange rates are Euro 1.11 and 1.67 US dollars.

We reserve the right to make changes to and/or correct errors in advertised prices at any time before your holiday is confirmed. We will advise you of any change or correction of which we are aware and of the then applicable price at the time of booking.

Once the price of your chosen holiday has been confirmed at the time of booking, we will only increase or decrease it in the following

circumstances. Price increases or decreases after booking will be passed on by way of a surcharge or refund. A surcharge or refund (as applicable) will be payable, subject to the conditions set out in this clause, in the event of changes in transportation costs (e.g. fuel, scheduled airfares and any other airline surcharges which are part of the contract between airlines (and their agents) and the tour operator) and/or in any dues, taxes or fees payable for services such as landing taxes or embarkation or disembarkation fees at ports or airports and/or where our costs increase or decrease as a result of any changes in the exchange rates which have been used to calculate the cost of your holiday.

Even in the above cases, only if the increase in our costs exceeds 2% of the total cost of your holiday (excluding any amendment charges) will we levy a surcharge. If any surcharge is greater than 10% of the cost of your holiday (excluding any amendment charges), you will be entitled to cancel your booking and receive a full refund of all monies paid to us (except for amendment charges) or alternatively purchase another holiday from us of a similar standard as originally booked if available (if the alternative is less expensive, you will receive a refund, but if it is more expensive, you will not be asked to pay any more). A refund will only be payable if the decrease in our costs exceeds 2% as set out above. Where a refund is due, we will pay you the full amount of the decrease in our costs. 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.

You have 14 days from the issue date printed on the surcharge invoice to tell us in writing if you want to cancel or purchase another holiday where applicable. If you do not tell us that you wish to do so within this period of time, we are entitled to assume that you will pay the surcharge. Any surcharge must be paid with the balance of the cost of the holiday or within 14 days of the issue date printed on the surcharge invoice, whichever is the later. We promise not to levy a surcharge within 30 days of departure. No refund will be paid during this period either.

Please note, changes and errors occasionally occur. You must check the price of your chosen holiday at the time of booking.

4 AMENDMENTS BY THE CLIENT

All amendments to bookings must be requested by telephone to the After Sales Department on 0871 703 3882 (and confirmed in writing if requested by the After Sales Department) or by e-mail to administration@markwarner.co.uk or if you have booked through one of our authorised travel agents, through the agent. If we are able to accept the change we will charge an amendment fee of £20 per person (maximum £100) per occasion a change is made. Amendment may result in the recalculation of the holiday price and the loss of previously applicable discounts or other special offers if the amendment means the conditions applicable to the previous calculation or a discount or other

offer are no longer met (for example, because the number travelling has fallen below the minimum required) or the basis on which the price was calculated has changed (for example, because only one person is occupying a twin or double room). Changes made within 10 weeks of departure and any change of holiday dates will be treated as a cancellation of the original arrangements by you and cancellation charges will apply as shown in clause 5. However, if the change is to increase the number of persons booked (without any other change) no amendment fee or cancellation charges will apply (although you will of course have to pay any increase in the total holiday cost). Subject to your meeting the conditions set out in clause 5, no amendment fee or cancellation charges will apply for a name change where the holiday arrangements otherwise remain exactly as originally booked unless flight tickets have been issued. In this case, a £20 per person amendment fee is payable. In addition, scheduled airlines may treat any change (including a name change) made to a scheduled flight after tickets have been issued as a cancellation of the original booking and impose 100% cancellation charges. In order to make such a change in this situation, the full cost of the flight(s) affected must be paid again, in addition to the amendment fee of £20 per person. Please also see clause 5 below.

5 CANCELLATION BY THE CLIENT

Cancellation will take effect only when written notification from the first named person on the booking is received by us or your travel agent. In all cases of cancellation the deposit and any amendment charges will be forfeited. If the booking is cancelled 10 weeks or less before departure the following cancellation fees, expressed as a percentage of the total holiday cost excluding amendment charges will become immediately payable to us.

Period before departure when we receive your written cancellation	Cancellation charge per person cancelling
More than 70 days	deposit only
43 to 70 days	30%
29 to 42 days	50%
15 to 28 days	70%
14 days or less	100%

If you or anyone going on holiday with you is unable to go for any reason or decides that he/she does not want to take the holiday, you may transfer the whole booking or the place on the booking of the person(s) concerned to someone else/other people suggested by you and acceptable to us providing you meet the following requirements:

(a) You must provide us with full details of who cannot or does not want to go on holiday and who you would like to go instead. We must receive this information from you or your travel agent as applicable at least 14 days before the start of the holiday.

(b) Please see clause 4 for details of any amendment fees and other charges/costs which may be payable. Any part of the booking not transferred and/or subsequently cancelled will be

subject to cancellation charges as detailed above. (c) Everyone who goes on holiday in place of anyone who was originally due to travel must agree to these Booking Conditions and any other requirements which apply to the holiday before the change can be finalised. If the full price should have been paid when the change is requested but hasn't been, this must also be paid before the change can be finalised.

Written confirmation from us of cancellation by you will be issued within 14 days of our receiving your written notification of your wish to cancel. Contact us or your travel agent immediately if you do not receive this.

6 ALTERATION/CANCELLATION BY MARK WARNER

Arrangements for the holidays featured on our website and in our brochure are made many months in advance. Occasionally, we have to make changes to and correct errors in website and/or brochure and other details before and after bookings have been confirmed and cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so. However, in no case will we cancel your confirmed holiday less than ten weeks before departure except where we are forced to do so as a result of "force majeure" (as defined in clause 7) or failure on your part to comply with any requirement of these Booking Conditions entitling us to cancel (such as paying on time). Most changes are minor. Occasionally, we have to make a significant change. A significant change is a change made before departure which, taking account of the information you give us at the time of booking and which we can reasonably be expected to know as a tour operator, we can reasonably expect will have a major effect on your holiday. The following changes when made before departure are examples of significant changes:

- a change of your UK departure airport to one which, in our reasonable opinion, is more inconvenient for you. A change from one London airport to another will not be a significant change (London airports are Gatwick, Heathrow, Luton and Stansted),
- a change of scheduled departure time by 12 hours or more (not including flight delays)
- a change of accommodation.

Please note, a change in flight time of less than 12 hours, carrier, type of aircraft (if advised), destination airport (see also clause 9 below) or resort transfer arrangements will not constitute a significant change but will be treated as a minor change except where otherwise stated in these Conditions. If we have to make a significant change or cancel, we will advise you or your travel agent as soon as we reasonably can and give you the choice of the following options if there is time to do so before departure: (a) (for significant changes) accepting the changed arrangements or (b) purchasing an alternative holiday from us, of a similar standard as originally booked if available (if the alternative is less expensive, you will receive a refund but if it is more expensive, you will not be asked to pay any more) or (c) cancelling or accepting the cancellation in which

case you will receive a prompt and full refund of all monies paid to us. If we have to make a significant change or cancel 100 days or less before departure, we will, if and as appropriate depending on the circumstances and when the significant change or cancellation is notified to you, as a minimum pay you the compensation set out below subject to the following exceptions. Compensation is not payable where we notify you of a change or cancellation more than 100 days prior to your scheduled departure. Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care. No compensation will be payable and the above mentioned options will not be available if we cancel as a result of your failure to comply with any requirement of these Booking Conditions entitling us to cancel (such as paying on time) or if the change made is a minor one. A minor change is a change which, taking into account the information you give us at the time of booking or which we can reasonably be expected to know as a tour operator, we could not reasonably expect to have a significant effect on your confirmed holiday. No compensation is payable for children aged 2 or under.

Period before departure when we notify you or your travel agent	Minimum compensation per person
More than 100 days	Nil
71 – 100 days	£20
29 – 70 days	£30
15 – 28 days	£40
14 days or less	£50

Very rarely, we may be forced to change or terminate your holiday after departure but before the scheduled end of your time away as a result of "force majeure" (see clause 8). In this very unusual situation, we regret we cannot make any refunds (except where these are obtained from suppliers) or pay any compensation or be responsible for any costs or expenses incurred by you as a result. If, after departure, we are unable to provide a significant proportion of the services we had agreed to provide as part of our contract with you, we will do our very best to make suitable alternative arrangements. If we cannot do so or you refuse to accept these for good reasons, we will arrange to fly you back to your UK departure airport (if your holiday includes flights) or to transport you to the point our contracted services commenced (if elsewhere than your hotel) as soon as we reasonably can. Except as set out above, you will in addition be entitled to compensation where appropriate.

7 DENIED BOARDING REGULATIONS

If your flight is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline in circumstances which would entitle you to claim compensation or any other payment from the airline under EC Regulation No 261/2004 – the Denied Boarding Regulations 2004, you must pursue the airline for the compensation or other payment due to you. All

sums you receive or are entitled to receive from the airline concerned by virtue of these Regulations represent the full amount of your entitlement to compensation or any other payment arising from such cancellation, delay, downgrading or denied boarding. This includes any disappointment, distress, inconvenience or effect on any other arrangements. The fact a delay may entitle you to cancel your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight. We have no liability to make any payment to you in relation to the Denied Boarding Regulations or in respect of any flight cancellation or delay, downgrading of any flight ticket or denial of any boarding as the full amount of your entitlement to any compensation or other payment (as dealt with above) is covered by the airline's obligations under the Denied Boarding Regulations.

8 IMPORTANT NOTE – FORCE MAJEURE

Except where otherwise expressly stated in these Booking Conditions, we regret we cannot accept liability or pay compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any damage, loss or expense of any nature as a result of "force majeure". In these Booking Conditions "force majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events are likely to include war or threat of war, civil strife, riot, industrial dispute, actual or threatened terrorist activity, natural or nuclear disaster, fire, technical problems with transport, closure or congestion of airports or ports, adverse weather conditions and all similar events outside our control.

9 TRAVEL

In accordance with EU Directive (EC) No 2111/2005 Article 9, we are required to bring to your attention the existence of a "Community list" which contains details of air carriers that are subject to an operating ban with the EU Community. The Community list is available for inspection at http://europa.eu.int/comm/transport/air/safety/fl_ywell_en.htm. We are also required to advise you of the actual carrier(s) (or, if the actual carrier(s) is not known, the likely carrier(s)) that will operate your flight(s) at the time of booking. 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) as soon as we become aware of this. Any change to the operating carrier(s) after your booking has been confirmed will be notified to you as soon as possible.

If the carrier with whom you have a confirmed reservation becomes subject to an operating ban as above as a result of which we/the carrier are unable to offer you a suitable alternative the provisions of clause 6 (Alteration/Cancellation by Mark Warner) will apply. We are not always in a position at the time of booking to confirm the flight timings which will be used in connection

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with your flight. The flight timings shown in our brochure, on our website and/or detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. Flight timings are outside our control. They are set by airlines and are subject to various factors including air traffic control restrictions, weather conditions, potential technical problems and the ability of passengers to check in on time.

Specific instructions relating to departure and travel arrangements will be sent with your air or other travel tickets approximately 2 weeks before departure. 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, flight timings, and/or aircraft type (if advised) will not entitle you to cancel or change to other arrangements without paying our normal charges except where specified in these conditions.

In the unlikely event of a change to your confirmed overseas airport, we will of course arrange for you to be transported to and from the alternative airport without any additional cost to you.

We cannot be held liable for any delay which is due to any of the reasons set out in clause 11 (2) of these Booking Conditions (which includes the behaviour of any passenger(s) on the flight who, for example, fails to check in or board on time). In addition, we will not be liable for any delay unless it has a significant effect on your holiday arrangements. Notwithstanding the above, Mark Warner and the carrier will make all reasonable efforts as practical to reduce the discomfort suffered by you as a result of the delay. See page 80 in our brochure or (www.markwarner.co.uk) on our website for details of what is provided in the event of any delay.

It is the responsibility of the person who makes the booking to ensure that all members of your party are in possession of all necessary travel and other documents before departure. We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry correct documentation. If failure to have any necessary travel or other documents results in costs, expenses, fines, surcharges or other financial penalty being imposed on or incurred by us, you will be responsible for reimbursing us accordingly.

10 DAMAGE BY AND BEHAVIOUR OF THE CLIENT

Mark Warner and its employees shall be entitled to recover from you the cost (reasonably estimated if not precisely known) of any damage or loss caused by you either during or after your holiday. If the actual cost of any damage or loss is less than the amount paid by you at the time where only an estimate could be given, the difference will be refunded. Any extra must be paid if the actual cost turns out to be more than was paid at the time. You agree to behave

reasonably and not to disrupt the enjoyment of others on holiday with you or prejudice Mark Warner's reputation with its accommodation or other suppliers. We reserve the right to immediately terminate the holiday of any client whose behaviour, in our reasonable opinion or in the reasonable opinion of any other person in authority, causes or is likely to cause distress, danger or annoyance to other clients, employees or to any third party or damage to property. In the event of such termination, our responsibility for the client concerned immediately ceases and we will have no further contractual obligations towards that person including return travel arrangements. We shall further be under no liability to make any refunds or meet any costs or expenses incurred by you as a result or pay any compensation.

11 LIABILITY OF MARK WARNER

(1) We promise to make sure that the holiday arrangements we have agreed to make, perform or provide as applicable as part of our contract with you are made, performed or provided with reasonable skill and care. This means that, subject to these Booking Conditions, we will accept responsibility if, for example, you suffer death or personal injury or your contracted holiday arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted holiday arrangements. Please note it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers).

(2) We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following: -

- the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or
- the act(s) and/or omission(s) of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable or
- 'force majeure' as defined in clause 8 above

(3) Please note, we cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised on our website or in our brochure and we have not agreed to arrange them and any activity or excursion you purchase in resort. Please also see clause 14 "Website and Brochure information and outside activities". In addition, regardless of any wording used by us on our website, in any of our brochures or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you.

(4) The promises we make to you about the services we have agreed to provide or arrange as part of our contract – and the laws and regulations of the country in which your claim or complaint occurred – will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint complied with local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and regulations of the UK which would have applied had those services been provided in the UK. The exception to this is where the claim or complaint concerns the absence of a safety feature which might lead a reasonable holiday maker to refuse to take the holiday in question.

(5) Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money), the maximum amount we will have to pay you is £1000 per person.

For all other claims which do not involve death or personal injury, if we are found liable to you on any basis the maximum amount we will have to pay you is twice the price (excluding insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim under clause 11 (6) below. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your holiday.

(6) Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any air, sea, rail or road carrier or any stay in a hotel, the maximum amount of compensation we will have to pay you will be limited. The most we will have to pay you for that claim or that part of a claim if we are found liable to you on any basis is the most the carrier or hotel concerned would have to pay under the international convention or regulation which applies to the travel arrangements or hotel stay in question (for example, the Warsaw Convention as amended or unamended and the Montreal Convention for international travel by air and/or for airlines with an operating licence granted by an EU country, the EC Regulation on Air Carrier Liability No 889/2002 for national and international travel by air, the Athens Convention for international travel by sea and COTIF, the Convention on International Travel by Rail). Please note: Where a carrier or hotel would not be obliged to make any payment to you under the applicable International Convention or Regulation in respect of a claim or part of a claim, we similarly are not obliged to make a payment to you for that claim or part of the claim. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the carrier or hotel for the complaint or claim in question. Copies of the applicable International Conventions and Regulations are available from us on request.

(7) Please note, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description (1) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you or (2) which did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers. Additionally we cannot accept liability for any business losses (including any loss of earnings incurred by any clients who are self employed)

(8) You must provide ourselves and our insurers with all assistance we may reasonably require. You must also tell us and the supplier concerned about your claim or complaint as set out in clause 15 below. If asked to do so, you must transfer to us or our insurers any rights you have against the supplier or whoever else is responsible for your claim or complaint (if the person concerned is under 18, their parent or guardian must do so). You must also agree to cooperate fully with us and our insurers if we or our insurers want to enforce any rights which are transferred.

12 AIRLINES AND OTHER CARRIERS

When you travel with any carrier, the conditions of carriage of that carrier will apply, some of which may limit or exclude their liability to you often in accordance with the applicable international conventions (for examples, see clause 11(6)). Copies of the conditions of carriage are available from the carrier or ourselves. Our website and our brochure are our responsibility. They are not published on behalf of, and do not commit the airlines mentioned in it or any airline whose services are used for any holiday. Please note that in accordance with Air Navigation Orders, for a child not to be allocated their own seat on an aircraft they must be under 2 years of age on the date of their return flight.

13 INSURANCE

All clients must have travel insurance which provides cover that is suitable and adequate for their specific requirements. We will not be responsible for meeting any sums which would have been covered by such travel insurance. You will further be responsible for paying to and indemnifying us for such sums which we meet on your behalf. Please read your policy details carefully and take them on holiday with you. It is your responsibility to ensure that the insurance cover you purchase is adequate for your particular needs. (Please note most travel insurance policies do not cover hazardous activities such as deep diving and certain watersports etc. If you intend to take part in any such activities, you must obtain appropriate specialist insurance cover). We do not check insurance policies. We do however act as Introducer for [Citybond Suretravel] who may be able to provide you with suitable travel insurance. Please see our brochure/website for further details.

14 WEBSITE AND BROCHURE INFORMATION AND OUTSIDE ACTIVITIES

(a) The information contained on our website and in our brochure is correct to the best of our knowledge at the time of publication. Our website and brochure descriptions often refer to 'other activities' which are available outside the hotel. These activities are neither run nor controlled in any way by Mark Warner. They do not form any part of your contract with Mark Warner even where we suggest particular operators/centres and/or assist you in booking such activities in any way. Accordingly, we regret Mark Warner cannot accept any liability in relation to these outside activities and clauses 6 and 11(1) of our Booking Conditions will not apply to them. We do not however exclude liability for the negligence of ourselves or our employees (providing they were at the time acting within the course of their employment with us) resulting in your death or personal injury.

We cannot guarantee accuracy at all times of information given in relation to such activities or about the resorts generally (except where this concerns the services which will form part of your contract) or that any particular outside excursions or activity will take place as these services are not under our control. If you feel that any of the activities mentioned are vital to the enjoyment of your holiday, write to us immediately and we will tell you the latest known situation. If we become aware of any material alterations to resort information and/or such outside activities which can reasonably be expected to affect your decision to book a holiday with us, we will pass on this information at the time of booking.

(b) Where we or your hotel make or take any booking for or from you in respect of any activity or excursion available outside the hotel, we or the hotel, as applicable, do so solely as booking agent. This is the case regardless of whether the activity or excursion is advertised or mentioned in our brochure, in resort, on our website or elsewhere. Your contract for any such activity or excursion will be with the supplier or operator of that activity or excursion. Mark Warner has no liability for any such activity or excursion or for any act(s) or omission(s) of the supplier or operator or for any of its/their employees or agents or any other person(s) connected with the activity or excursion. If we or the hotel are found liable in any respect for any such activity or excursion (for example in our capacity as booking agent), that liability is limited to the cost of the particular activity or excursion concerned. We do not limit or exclude our liability for death or personal injury arising from our negligence.

(c) Where your hotel makes or takes a booking for or from you in respect of an activity, facility or service provided by the hotel but which is not advertised in our brochure or on our website and we have not taken any payment from you for this activity, facility or service, your contract for that activity, facility or service is directly with the hotel and not Mark Warner. Mark Warner has no liability for any such activity facility or service or for any act(s) or omission(s) of the hotel or for

any of its/their employees or agents or any other person(s) connected with the activity service or facility. If however Mark Warner are found liable in any respect for any such activity or excursion that liability is limited to the price you paid for the particular activity facility or excursion concerned. We do not limit or exclude our liability for death or personal injury arising from our negligence.

15 COMPLAINTS

Should you have a problem or complaint at any time during your holiday, you must report it immediately to the hotel manager and, if applicable, the supplier of any other services concerned who will endeavour to put things right quickly. Any complaint, which is notified verbally, must also be put in writing as soon as possible during your holiday. If you remain dissatisfied, please write to our Customer Service Department at:

Mark Warner Ltd
61 Kensington Church Street
London W8 4BA

or email us at customerservices@markwarner.co.uk within 28 days of your return from holiday, giving all relevant information. Please include your e-mail address and daytime and evening telephone numbers (if you are happy for us to contact you in this way) as this will enable us to respond to you more quickly. If you are not satisfied with our response we must be informed within another 28 days from the date of our correspondence. If you fail to follow this simple complaints procedure, your right to claim any compensation you may otherwise have been entitled to may be affected or even lost as a result.

16 SPECIAL REQUESTS

If you have any special requests, please inform us (if you have booked direct) or your travel agent in writing at the time of booking. Although we will endeavour to pass any reasonable requests on to the relevant supplier, we regret we cannot promise that any request will be complied with unless we or your travel agent (as applicable) have specifically confirmed this to you. For your own protection, you should obtain confirmation in writing from ourselves or your travel agent on our behalf that your request will be complied with (where it is possible for us to give this) if your request is important to you. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability.

17 ARBITRATION

It is unlikely that you will have a complaint that cannot be settled amicably between us. However, disputes arising out of, or in connection with, this contract which cannot be amicably settled, may (if you so wish) be referred to arbitration under a special scheme which, though devised by arrangement with ABTA, 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 the customer in respect of costs. The most which can be claimed under the scheme is £5000 per person up to a maximum of £25,000 per booking. It does not 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 £1000 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 9 months of the date of return from the holiday. Outside this time limit arbitration under the Scheme may still be available if Mark Warner agrees, although the ABTA Code does not require such agreement. Full details are available on request or from ABTA, 68 -71 Newman Street, London W19 4AH or can be obtained from the ABTA website (www.abta.com).

18 JURISDICTION

We both agree that English Law (and no other) will apply to your contract and to any dispute, claim or other matter of any description which arises between us (except as set out below). We both also agree that any dispute, claim or other matter of any description (and whether or not involving any personal injury) which arises between us must be dealt with under the ABTA Arbitration Scheme (if the Scheme is available for the claim in question - see clause 17) or by the Courts of England and Wales only unless, in the case of Court proceedings, you live in Scotland or Northern Ireland. In this case, proceedings must either be brought in the Courts of your home country or those of England and Wales. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract and any dispute, claim or other matter of any description which arises between us governed by the law of Scotland/Northern Ireland as applicable (but if you do not so choose, English law will apply).

19 FINANCIAL SECURITY

Mark Warner is fully bonded with ABTA. ABTA has been in the forefront of the travel industry since its formation in 1950, offering to the holiday maker a financial protection scheme, professional service and peace of mind when a holiday is booked with one of its members. Representing the majority of travel agents and tour operators in Great Britain, ABTA's principal role is to ensure decent standards of service and business throughout its membership. As members, this means that our finances have been given a clean bill of health and that we have lodged a substantial bond with ABTA to protect our non flight inclusive holidays. This means that in the unlikely event of our being unable to provide your contracted arrangements due to our insolvency all monies you have paid to us for an advance booking will be refunded to you, or, if your holiday is already underway at the time, you will be transported to the place where your holiday arrangements with us were due to finish. Please go to www.abta.com for a copy of the Guide to ABTA's Scheme of Financial Protection.

We also hold an Air Travel Organiser's Licence issued by the Civil Aviation Authority (ATOL number 1176). When you buy an ATOL protected air inclusive holiday or flight* from us you will receive a confirmation invoice from us (or via our authorised agent through which you booked) confirming your arrangements and your protection under our Air Travel Organiser's Licence number 1176. In the unlikely event of our insolvency the CAA will ensure that you are not left stranded abroad and will arrange to refund any money you have paid to us for an advance booking.

*The air inclusive holidays and flights we arrange are ATOL protected providing either the person who pays for the booking is present in the UK when the booking is made or the first leg of any flight or flights we arrange for you commences in the UK. For further information, visit the ATOL website at www.atol.org.uk.



20 TRADE MARK

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