

1. Your Holiday Contract

All arrangements made between Longwood Holidays Limited, a member of ABTA (V6754) and ATOL (2199), hereinafter called the 'Company', and you the client are subject to the following conditions.

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, or when your booking is confirmed via the internet, or as soon as your travel agent confirms your booking, either by Viewdata, the internet, or telephone. This contract is made on the terms of these booking conditions, which are governed by English Law and the jurisdiction of the English Courts. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you wish to do so.

2. Your Financial Protection

When you buy an ATOL protected air holiday package or flights from us you will receive a Confirmation Invoice from us or via our authorised agent through whom you booked) confirming your arrangements and your protection under our Air Travel Organiser's Licence number 2199.

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 price of our air holiday packages includes an amount to cover 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 our brochure or website, your monies are protected by way of a bond held by ABTA.

3. Your Holiday Price

a) We reserve the right to alter the prices of any holidays shown in our brochures or on our website. You will be advised of the current price of the holiday that you wish to book before your contract is confirmed.

b) When you make your booking you must pay a minimum deposit of £125 for every person travelling, or an agreed sum where flight seats are purchased at the time of booking. Some airlines require tickets to be issued at the time of booking, in which case the deposit will be at least the full cost of the ticket for each person, which may not be refundable.

If we have to make special flight arrangements we reserve the right to charge you the full cost of these flights by way of a higher deposit at the time you book your holiday. This would also apply to some accommodation costs at certain times. We will quote the increased deposit cost before we confirm your booking. The deposit must be paid when the booking is submitted to the Company (unless the booking is made less than 8 weeks prior to departure, in which case we require full payment).

Please be aware that even when you pay the standard deposit on some occasions the airline may request the payment date is brought forward, in which case we will notify you of this change. This usually occurs when an airline withdraws a fare and requests that all tickets in the old fare are issued by a particular date, or brings forward the ticketing deadline. We may therefore contact you prior to the balance due date to ask for an interim payment to cover the cost of your flight arrangements. If you pay this, it becomes part of your deposit and you would lose it if you subsequently cancel your booking. If you are unable to pay at that time, the airline fare will no longer be guaranteed, and your booking could be subject to a fare increase (*See Clause h.*) Regrettably we cannot accept responsibility for any losses which you may incur in these circumstances. Similarly, revised payment schedules may apply to some accommodation costs or other services provided by us at certain times. The booking is binding upon the Company as shown in [Clause 1](#).

Any money paid by a client to a travel agent in respect of a booking with the Company and held by the agent is, at all times, held on behalf of the Company.

Addendum to Longwood Holidays 2009/2010 booking conditions – incorporated from 26th February 2010

Applies to new holiday bookings from 26th February 2010

Clause b) Applies to pre-packaged holidays

Clause b2) Applies to Tailor Made Holidays

Clause b2) Additional terms and conditions for Tailor Made holidays:

Please be aware that even when you pay the standard deposit on some occasions the airline may request the payment date is brought forward, in which case we will notify you of this change. This usually occurs when an airline withdraws a fare and requests that all tickets in the old fare are issued by a particular date, or brings forward the ticketing deadline. We may therefore contact you prior to the balance due date to ask for an interim payment to cover the cost of your flight arrangements. *If you pay this, it becomes part of your deposit and you would lose it if you subsequently cancel your booking.*

If you are unable to pay at that time, the airline fare will no longer be guaranteed, and your booking could be subject to a fare increase (*See Surcharge Clause g*) Regrettably we cannot accept responsibility for any losses which you may incur in these circumstances. Similarly, revised payment schedules may apply to some accommodation costs or other services provided by us at certain times. The booking is binding upon the Company as shown in Clause 1.

c) The Company reserves the right to decline any booking.

d) The Company does not accept bookings that are conditional upon the provision of any special requests.

e) The Company is not under any obligation to deliver any tickets or documents appertaining to the booking until full payment has been received by the Company, or your travel agent if effecting the booking via a travel agent.

f) The total cost of any booking shall be paid so as to be received by the Company not less than 8 weeks prior to the departure date of the holiday. In the event that payment is not received by the Company by that date, the Company may choose to treat the booking as cancelled by the client, in which case the deposit shall be forfeited as per our cancellation fees listed hereunder. Some hotels, transport or service providers may impose different payment schedules at certain times, and may not advise us until after your booking has been confirmed. Should this apply to your booking we will advise you as soon as the hotel, transport or service provider make us aware of this requirement.

g) Our package holiday prices for departures to the end of the summer season 2010, and prices featured in our 2009-2010 *Egypt, Jordan, Morocco & Israel* brochure are based on costs and exchange rates as published in the Financial Times of 6th May 2009 when £1 = US\$1.50, MAD12.60, €1.125.

Our package holiday prices for departures from the start of the 2010-2011 winter season, and prices featured in our 2010-2011 *Egypt, Jordan, Morocco & Israel* brochure are based on costs and exchange rates as shown by Reuters on 18th February 2010 when £1 = US\$1.56, MAD 12.83, €1.14.

Prices for tailor-made holidays and holiday components may change in line with currency fluctuations and prices for these listed on our website and in our brochure are for guidance purposes only. For the most up to date price, please contact reservations.

h) Changes in transportation costs, including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports and exchange rates mean that the price of your travel arrangements may change after you have booked. However there will be no change within 30 days of your departure.

We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes any amendment charges. You will be charged for the amount over and above that, plus an administration charge of £1.00 per person together with an amount to cover agents' commission. If this means that you have to pay an increase of more than 10% of the price of your travel arrangements, you will have the option of accepting a change to another holiday if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid, except for any amendment charges.

We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy. Should you decide to cancel for this reason, you must 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.

4. If You Cancel Your Booking

a) You, or any member of your party, may cancel your holiday at any time providing that the cancellation is made by the lead passenger on the booking and is communicated to us in writing direct, or via the travel agent with whom you made your booking, if booked through a travel agent. As this incurs administrative costs, we will retain your deposit and in addition will apply cancellation charges as a percentage of the entire holiday cost, up to the maximum shown below:

Departures from 1 November 2009	
More than 56* days	deposit forfeited
Between 56 and 29 days before departure date	50% or deposit if greater
Between 28 and 22 days before departure date	70% or deposit if greater
Between 21 and 8 days before departure date	90% or deposit if greater
Day of departure - 7 days before departure date	100%

(*day one of your cancellation will be taken as the day before your actual date of departure)

These charges are based on how many days before your departure we receive your written cancellation notice, and not when your correspondence was sent to us.

b) However, if your booking includes a flight based on a restricted fare (e.g. Advance purchase, Special Offer, Published fare, Charter ticket or similar) or you have paid a higher deposit for certain accommodation or other services, cancellation charges may be higher, up to in some cases the full amount of the booking.

Please note: cancellation charges made by our suppliers may be higher than the cost of the deposit and we reserve the right to pass such fees on to you. We will always advise you of such fees before cancellation. Also please note that in the case of part cancellation, for example if members of your party cancel, in addition to incurring the applicable cancellation charges, we will recalculate the holiday cost for the remaining travellers. You may have to pay the extra room charges such as single supplements. One person who occupies a twin room will probably have to pay a significant extra charge. Please note that this supplement is not a cancellation charge and may not be covered by your travel insurance policy.

c) Regardless of holiday value, the minimum cancellation fee will be £125 per person

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

5. If You Change Your Booking

a) If, after our confirmation invoice has been issued you wish to change, alter or add to your travel arrangements in any way, for example your chosen departure date, accommodation or diving, we will do our utmost to make these changes but it may not always be possible. Any requests for changes to be made must be in writing from the person who made the booking or your travel agent. You will be asked to pay an administration charge of £20 per person (£30 per person for all new season departures; holidays based on Sharm el Sheikh flights from 18 Oct 2009; holidays based on Taba and Luxor flights from 19 Oct 2009; holidays based on Marsa Alam flights from 21 Oct 2009, holidays based on Hurghada flights from 23 Oct 2009 and all other holidays departing from 1 Nov 2009) and any further cost we incur in making this alteration. You should be aware that these costs could increase the closer to the departure date that changes are made and can be treated as a cancellation and charged as per the charges in [clause 4](#).

b) Please note: Certain travel arrangements (e.g. Advance purchase, Special offer, Published fare, Charter ticket or similar) cannot be changed after a reservation has been made, and any alteration request will incur a 100% cancellation charge. Name changes or departure changes are not always permitted by the carrier, hotelier or service provider and you may incur up to 100% charges.

c) No refund or compensation will be made or given for any unused accommodation or any unused services or features of the tour/holiday including pre-booked diving or golf packages, nor will such accommodation, services or features be exchangeable for any other accommodation, services or features if you change, cancel or curtail your holiday.

6. If We Change or Cancel Your Booking

a) It is unlikely that we will need to make any changes to your holiday arrangements once they are confirmed, but as we do plan many months in advance, this may sometimes be necessary and we reserve the right to do so.

Most will be minor changes, but where they are major, for example a significant change of resort, a change of accommodation to that of a lower category, a change of flight time by more than twelve hours or a change of departure airport, except between London Airports (e.g.: Heathrow, Gatwick, Stansted and Luton), we will inform you or your travel agent when you book, or as soon as possible if you have already booked. You then have the following choices:

- i) to accept the alternative offered;
- ii) to choose another holiday featured by Longwood Holidays;
- iii) to cancel and receive a full refund of all monies paid to us.

Whichever of the above options you choose, we will pay you compensation as follows:

Period of notification prior to departure date	
More than 56 days	no compensation
56 - 29 days	£10 compensation per person
28 - 15 days	£20 compensation per person
14 - 0 days	£25 compensation per person

Compensation payments relating to a child place for which you have paid a child price are half the amounts shown. There are no compensation payments payable to those travelling on "free child places", "free group places" or to infants under the age of 2.

b) We reserve the right in any circumstances to cancel your holiday. All holidays operate subject to a minimum number of participants. However, in no case will we cancel your holiday less than eight weeks before the scheduled departure date, except for reasons of force majeure as defined below, or failure on your part to pay the final balance in accordance with Clause 3.

In circumstances where we are unable to provide the holiday booked, we will return to you all monies paid or offer an alternative holiday (featured by Longwood Holidays) of comparable standard and if a cancellation

occurs within eight weeks of departure for reasons within our control, compensation on a scale to that shown in [clause 6](#).

c) Whilst we try to ensure that all prices shown on our website and Viewdata, and all quotes given by our staff, are accurate, errors may occur. If we discover an error in the price of your holiday which means the price is higher than originally displayed or advised, we will inform you as soon as possible and give you the opportunity to either continue with the booking at the correct price, or cancel with a full refund of all monies paid to us.

In accordance with EU Regulations 2111/2005 we are required to advise you of the actual carrier operating your flight/connecting flight/transfer. We do this by listing carriers to be used or likely to be used as follows: Monarch Airlines; Thomas Cook Airlines; Thomson Airways; Jet2.com; Viking Airlines; El Al Israel Airlines; EgyptAir; Royal Jordanian Airlines; BMI; British Airways; Royal Air Maroc; Atlas-blue; Sun D'or. On certain occasions other airlines not listed here may be used for departures listed in our brochure. In addition, extra departures may be operated by airlines not listed. Airline details will be provided at the time of booking.

Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible and in all cases at check-in or at the boarding gate. Such a change is deemed to be a minor change.

7. Force Majeure

a) Compensation payments will not be made for changes that arise as a result of situations outside of our control. For example, refusal of landing rights by the CAA to any airline. When we refer to circumstances beyond our control, we mean any event that we, or the supplier in question, could not foresee or avoid, even after taking all reasonable care.

b) Such circumstances of force majeure will usually include, but are not limited to: war or threat of war, riots, terrorist activity, civil strife, strikes and other industrial disruption, technical problems with transport including changes imposed due to rescheduling or cancellation of flights by an airline or main charterer or alteration of the airline or aircraft type for reasons beyond our control or that of our suppliers; closed or congested airports or ports, natural or nuclear disasters, fire, quarantine, epidemics, health risks, actual or threatened severe weather conditions, Government action, change to Foreign Office advice to advise against travel to your destination, significant building work ongoing outside of your accommodation (such as resort development) or other events beyond our control.

c) Very rarely, due to a situation of Force Majeure, we may have to change or terminate your arrangements after departure. If this situation does occur, we regret we will be unable to make any refunds (unless we obtain any from our suppliers), pay you compensation or meet any costs or expenses you incur as a result.

8. Our Liability To You

a) If the contract we have with you is not performed or is improperly performed by us or our suppliers we will pay you appropriate compensation if this has affected the enjoyment of your travel arrangements. However we will not be liable where any failure in the performance of the contract is due to: you; a third party unconnected with the provision of the travel arrangements and where the failure is unforeseeable or unavoidable; or unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or an event which we or our suppliers, even with all due care, could not foresee or forestall.

Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of 2 times the cost of your travel arrangements. Our liability will also be limited in accordance with and/or in an identical manner to

i) The contractual terms of the companies that provide the transportation for your travel arrangements. These terms are incorporated into this contract; and

ii) Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions. You can ask for copies of the transport companies' contractual terms, or the international conventions, from our offices.

b) Under EU law (Regulation 261/2004) you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. However, reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in clause 6. If any payments to you are due from us, any payment made to you by the airline will be deducted from this amount. 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

c) Excursions, tours or other activities that you may choose to book or pay for whilst you are on holiday are not part of your package holiday provided by us. For any excursion, tour or other activity that you book, your contract will be with the operator of the excursion, tour or activity and not with us. We are not responsible for the provision of the excursion, tour or activity or for anything that happens during the course of its provision by the operator.

9. Prompt Assistance in Resort

If the contract we have with you is not performed or is improperly performed as a result of failures attributable to a third party unconnected with the provision of the services, or as a result of failures due to unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which we or our suppliers, even with all due care, could not foresee or forestall, and you suffer an injury or other material loss, we will offer such prompt assistance as is reasonable in the circumstances.

10. If You Have a Complaint

If you have a problem during your holiday, please inform the relevant supplier (e.g. your hotelier) and our resort representative/local independent partner immediately, who will endeavour to put things right. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to our [Customer Relations Department](#), providing your booking reference and all other relevant information. Please keep your letter concise and to the point, this will help us to quickly identify your concerns and speed up our response to you.

It is strongly suggested that you communicate any complaint to the supplier of the services in question as well as to our representative/local independent partner without delay and complete a Customer Report Form whilst in resort. If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you are in resort and this may affect your rights under this contract.

What Happens To Complaints

We are a member of ABTA, membership number V6754. 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 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 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

11. Brochure & Website Accuracy

a) We rigorously check the information given in our brochures about accommodation, resorts, itineraries etc. to ensure it is correct at the time of our brochures going to print (August 2009 for our 2009-2010 brochures; May 2010 for our 2010-2011 brochures) but in view of the fact that brochures are prepared in advance, advertised facilities may be changed.

We also regularly check the information given on our website to ensure that it is as correct and up to date as possible, but the responsibility for making us aware of changes as they happen lies with the relevant supplier and we cannot take responsibility for changes to services or facilities that have not been brought to our attention.

Therefore changes may be made to the particulars in our brochures or on our website at any time before the contract with you is made. In these circumstances, and where we have been given reasonable notice by the supplier, we will notify you of changes before you book.

Description of facilities provided at hotels and all information are given in good faith and every effort has been made to ensure their accuracy. However, it is possible that hoteliers, restaurateurs, shopkeepers, night club owners etc (over whom we have no control) may wish to maintain, change, improve, reduce or close their facilities, or even take a break themselves. For example a swimming pool may be closed for maintenance or empty for cleaning, a discotheque or spa facility may be closed for refurbishment which will then be temporarily or permanently unavailable. Please be aware that in some cases the operation of air-conditioning or central heating is at the discretion of the management, and so is the operation and heating of swimming pools. The operation of other sports or entertainment facilities is also likewise at the discretion of the management.

Some hotels charge for the use of nightclubs or discotheques, kids clubs, tennis courts, mini golf, table tennis, ice skating, deck chairs, umbrellas, health clubs, spas, massage and beauty treatments, beach and sports equipment, safety deposit boxes, fridges, minibars and similar additional facilities. Some sports/facilities may have age or experience restrictions. Public holidays and religious festivals may also affect the operation of resort or hotel facilities. The operation of swimming pools is at the discretion of hotel management and clients who require confirmation of availability of swimming should check when booking their holiday. Hotels offering satellite TV may provide only a limited selection of channels in English, and may charge for some programmes.

Flight times, carriers and routes in the brochure are given for guidance only as there may be changes. Final details will be shown on your tickets. Tour, excursion or cruise itineraries may change as a result of local conditions, or due to schedule changes from local suppliers/airlines. Circumstances such as these, or weather conditions, time of year etc., may cause some of the amenities we have described to be unavailable or different from those advertised in our brochure and on our website. When we are told of any significant or long term changes we will always endeavour to update our website information as soon as possible and advise you prior to your departure.

b) Whilst we endeavour to ensure that all of the details shown in our brochures and on our website are correct, changes may need to be made to the hotel descriptions and facilities offered, as a result of building works or

other circumstances beyond our control. We do therefore reserve the right to make changes to the particulars contained in our brochures or on our website. Should the change be deemed to seriously affect your holiday, you will be notified of such changes at the time of booking, or as soon as we become aware of any changes, if the changes occur after you have made your booking.

12. Your Responsibility

- a) You and all members of your party must have comprehensive travel insurance when travelling.
- b) 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.
- c) We can refuse to accept you as a customer or continue dealing with you if your behaviour is disruptive and affects other holidaymakers, employees or any third party. If we do this, we will not be responsible for any additional costs which you have to pay. If you are prevented from travelling because in the opinion of any person in authority you appear to be disruptive, we will have no further liability to complete your holiday arrangements, and we will not be liable for any refund or compensation.
- d) When you travel with the carrier, you must comply with their Conditions of Carriage. Whilst we will assist you where possible you must note that any matters relating to the airline, such as lost/delayed/damaged baggage are the sole responsibility of the airline. Any problems relating to baggage must be reported prior to leaving the airport building, and you should complete a Passenger Irregularity Report (PIR) form, which you can get from the airline desk. You should keep a copy for yourself, as you will need to produce this if you have to pursue a claim, either with the airline or with your travel insurance company.
- e) 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 their return flight.
- f) The lead passenger must be at least 18 years old at time of booking.

13. Extra Beds and Single Rooms

Please ask our Reservations Department for details regarding the type and availability of extra beds in hotel rooms or self-catering accommodation.

Some hotels have twin or double-bedded rooms where a third or fourth bed may be added. It should be noted that in most cases the third/fourth beds will be rollaway beds, sofa beds or divans, and the room may well become cramped. In some hotels bunk beds may be in use. We cannot guarantee the room configuration or type of beds that you will be provided with.

It should also be noted that single rooms may sometimes be smaller in size. Single room supplements are based on a cost per room basis and reflect the real cost to us.

14. Arrangements independently booked

Pre check-in and post-holiday arrangements that you book independently, such as car parking, overnight accommodation, transportation to/from UK airports, connecting flights etc, and international flights where only accommodation or other arrangements abroad have been purchased from us, do not form part of your contract with Longwood Holidays. We do not take responsibility or pay compensation for any losses incurred for such arrangements should it be necessary for us to change or cancel your holiday, or if you are affected by flight delays.