

Definition of Term

The following terms will be used throughout this document :

"**BRIGHTSUN**" means Brightsun Travel (UK) Limited having its registered number 02024271, at address 14 Hanworth Road, Hounslow, Middx, TW3 1UA, UK and where applicable its subsidiaries.

"**Force Majeure**" means any circumstances which are unusual and/or unforeseeable which are beyond the control of Brightsun the consequences of which could not have been avoided even if all due care had been exercised including but not limited to war, threat of war, riot, civil strife, political unrest; hostilities, government action, industrial dispute, natural or other disaster, nuclear incident, terrorist activity, drought, rescheduling or cancellation of flights or alteration of the airline or aircraft type by an airline or technical problems with transportation that are outside Brightsun's control.

"**Major Change**" includes without limitation :-

- (a) an alteration in the time of your departure or return to your scheduled time of departure or return of 12 hours or more; and/or
- (b) a change in UK departure airport (excluding change of London airports) ; and/or
- (c) a change of hotel or apartment to a materially lower rating; and/or
- (d) a significant change of resort area;
- (e) a significant increase in the price of your holiday.

Travel Booking Conditions

These Conditions contain some exclusions and limitations on liability. If any of them are found to be invalid or unenforceable the remaining Conditions are still valid. Any dispute between us will be governed by the non-exclusive law and jurisdiction of the English Courts.

Holiday Contract

Brightsun will contract with you when you (or your Travel Agent) confirm your holiday booking and we accept it only when we send you a confirmation invoice indicating that we have reserved your holiday. You must check that the holiday shown on the invoice is the one you wish to take. We are responsible for providing the holiday that we have confirmed to you. If you cancel or alter your booking later you may have to pay an additional charge. If you book within seven (7) days of your departure date or if there is insufficient time to send written confirmation to you a contract between us will exist upon our (or your Travel Agent) confirming the booking. We reserve the right to refuse your booking but in that event we will refund any money that you have paid to us.

Travel Documents

All passport, visa, travel insurance and health certificate requirements are your responsibility and Brightsun accepts no responsibility for any delay or expense incurred through any irregularity in your documents. In the event that we are asked to re-issue tickets that have been lost, destroyed or stolen and we agree to do so, any charges incurred will be payable by you. For more information on this please visit the Foreign & Commonwealth Office website on www.fco.gov.uk, and at www.ukpa.gov.uk

Further information on health requirements can be obtained from the Department of Health on telephone number 0800 555777 or from MASTA (Medical Advisory Services for Travellers Abroad) on 020 8994 9874.

Transfers

Transfer times are given as a guide and will be subject to change dependant on road and weather conditions or the number of stops made en route.

Representation

Our local representatives are available to answer any questions that you may have about the resort, book excursions and assist with transfers or any problem you may encounter. A representative may not be based at your hotel and it may be necessary to liaise with our resort office of which details will be provided.

Weather

The weather charts featured are given only as a general guide. We cannot guarantee weather conditions. Please bear in mind that severe weather such as heavy rainfall, or rough seas are to be expected at certain times during the year.

Brochure / Website Room Descriptions And Facilities

Photographs and descriptions of hotels and resort facilities are shown in good faith. Room descriptions are supplied by the hoteliers and in some cases we may sometimes refer to suites or deluxe accommodation. These are in general, larger rooms with additional features however this does not necessarily mean that the accommodation comprises more than one room. It is possible that occasionally facilities may be unavailable or limited, due to hotel maintenance, adverse weather conditions or seasonal restrictions etc. We have used all reasonable endeavours to ensure that nothing in our brochure is false or misleading at the time of going to press but reserve the right to change any brochure/website particulars before you book. Please also bear in mind that specific requests made at the time of booking cannot be guaranteed.

Child Safety

Should you be traveling with young children, we recommend that you advise us at the time of the booking. The safety of your children is of utmost importance to us, however, we must stress that it is important for you to remain vigilant at all times during your holiday to ensure their safety.

Pregnancy Note

Airline regulations state that women 28 weeks or more into pregnancy, at the time of return travel, must have medical certification of fitness to travel. Normally after 32 weeks permission to travel is refused however, airlines have different policies and we would need to check as to whether they will agree to carry you, prior to confirming your holiday. It is imperative that you notify us of your pregnancy at the time of booking or as at such time you become aware.

Diving

All passengers intending to scuba dive will be required by the dive centre to complete a medical questionnaire. If your fitness is in question, you may be asked by the operator to undergo a medical examination. This may result in considerable additional cost for which you will be charged locally. No refunds will be given if you are refused medical clearance to dive. You are strongly advised to undergo a full medical examination before booking your holiday.

Financial Protection

When you buy an ATOL protected air package 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 3853. 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

Payment Procedure

We invariably require a deposit which we shall notify to you but shall be not less than £150 per person (excluding infants) plus any applicable insurance premiums on confirmation of booking. If holiday is based on a special offer you may be required to pay the full payment immediately upon confirmation.

Price Increases

No price increases will apply once full payment has been received. Surcharges may be applied in the event of a variation in transportation costs, exchange rates, government action, fees for certain services or fuel increases charged by carriers. If the increase is more than [10]% you will have an option to cancel your booking and obtain a refund of all monies paid (excluding insurance, visa and vaccination costs) provided the cancellation is made in writing within seven (7) days of receipt of the notice.

Amendments

Whilst we do our utmost to accommodate any changes that you may make after receiving your contract, such changes are subject to availability and where permitted by the carrier. These changes attract a £30 administration fee plus any additional costs these changes may incur. If the travel arrangements have been "issued" on "non-changeable" special fares, we will not be able to make any modifications to your travel itinerary. Any amendments made within eight (8) weeks of departure will follow the cancellation fee schedule (See below). Name changes or departure changes are not always permitted by the carrier and may be treated by them as cancellations and charged accordingly. If airline tickets have been issued in this instance, any changes made to the booking may mean that you will have to pay for the cancelled ticket and purchase a new ticket at full cost.

Cancellation by Customer

All cancellations by customer must be received in writing by the person who signed the booking form. Please note that the following cancellation fees apply;

- (i)** 8 weeks prior to departure : Lose deposit *
- (ii)** 42 -56 days prior to departure : Lose 30% *
- (iii)** 29-42 days prior to departure : Lose 60% *
- (iv)** 3-27 days prior to departure : Lose 90% *
- (v)** Within 72 hours : Lose 100%

*If the travel arrangements have been "issued" on "non-refundable" special fares, we will not be able to refund any monies. Cancellation charges made by our suppliers may be higher than the cost of the deposit and we reserve the right to pass on such fees to you. Brightsun will advise of such fees before cancellation. In the case of cancellation after receipt of documents, no refund will be given unless unused tickets are returned to Brightsun. Insurance premiums and airport tax charges are not returnable.

Cancellation by Brightsun

We reserve the right to amend your booking other than where there is a Major Change at any time. Most of these changes are minor and we will advise you at the earlier possible date. We will not cancel your booking within eight (8)

days of departure except for reasons of Force Majeure or failure by you to pay the final balance. If we have to make a Major Change we will inform you at the earliest possible date. You will have a choice of accepting change of arrangement, therefore accepting a holiday of equivalent value or accepting a refund if the holiday is of a materially lower standard. If you cancel completely you will be entitled to a full refund and reasonable compensation calculated by reference to the holiday price net of insurance premiums, airport tax and amendment charges as follows :-

- (a)** more than 56 days before departure : No compensation
- (b)** between 30 and 55 days before departure : £10 per person
- (c)** between 15 and 30 days before departure : £15 per person
- (d)** between 8 and 14 days before departure : £20 per person
- (e)** between 0 and 7 days before departure : £25 per person.

This cancellation must be received in writing within seven (7) days of receiving a notice.

Flights and Flight Routings

Flights on our programme are arranged with reputable airlines. Should delays or cancellations occur, the airline would normally provide refreshments, meals and if necessary accommodation. We do not provide such services at the point of departure or at the point of return to the UK. Any claim relating to such events must be made directly to the airline. A direct flight is a flight where there is no change of aircraft en route, but stops are possible, as the aircraft may need to refuel or allow other passengers to join or leave the aircraft. A non-stop flight travels from the origin to the destination without stopping. Where a flight is shown to travel via other destinations, at least one change of aircraft is necessary en route.

Due to unforeseen circumstances, airlines may find it necessary to alter the published routing. This may be a last minute change or can even occur during the flight to/from your destination.

Flight timings may also change. Should this occur, and if we are able, we will inform you as soon as we are made aware of any changes to the previously confirmed timings given to us by the airlines.

Independent Travel Arrangement

We cannot accept responsibility for independent travel arrangement made by the clients, to reach their airport of departure or indeed their onward journey having arrived back to the UK.

Complaints Procedure

You should make your complaint known to the local representative of Brightsun at the earliest opportunity. If they do not resolve the problem to your satisfaction, you will need to contact our offices no later than 28 days after your return to the UK. Your complaint should be made in writing to our Customer Services Department, Brightsun Travel (UK) Limited, 14 Hanworth Road, Hounslow, Middlesex, TW3 1UA giving your booking reference and all other relevant information. You must keep your letter concise and to the point to assist in identifying your concerns and speed up our response to you. If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint and this may affect your rights under this contract.

Behaviour

You will not be entitled to a refund if you are prevented from travelling by any person in authority who feels that you are unfit to travel or likely to disturb other passengers. We also reserve the right to end your holiday if your behaviour causes distress or damage to other passengers, employees or guests at your accommodation or your accommodation. In these circumstances you will not be refunded or compensated in any way and we may recover costs incurred as a result of your behaviour.

Insurance

We recommend that you take out travel insurance. Our staff are trained to offer you the best policy for your travel needs. Please note that you will be required to pay your insurance premium at the same time as your deposit.

Liability

We take care in providing all holiday arrangements through reputable suppliers. We will monitor and control the performance of the suppliers and judge their performance against the standards and customs in the country of service provided. Brightsun will pay compensation if they fail to provide the services as part of the package sold to you. We will accept liability for claims for personal injury arising as a result of our staff and suppliers being negligent in the course of their employment or contract. Liability is not accepted in the following instances :-

- (i)** if you or any member of your party is at fault;
- (ii)** if the fault was due to a third party not associated with the booking; and
- (iii)** any unusual or unexpected circumstances beyond our control that we could not have avoided.

Our liability to you for loss or damage which you may suffer is limited to two and a half times the price of your holiday but subject to the limitation that any loss that you suffer because of failures by transport operators or hotel keepers to perform services involved in your holiday is limited to the amount that you can recover from them under the law of England, the country in which they operate or under any applicable convention. Conventions in particular in relation to conditions of carriage usually limit the liability of the transport operators.

Conditions of Carriage

Brightsun accepts responsibility for the proper provision of elements of your holiday of which it is the operator. However, Brightsun is recognised as an organiser for travel and holidays only and, as such does not control or operate any airline, shipping company or rail company. When you travel by air, sea or rail, your journey may be subject to certain international Conventions such as the Warsaw Convention and Montreal Convention (international carriage by air), the Athens Convention (international carriage by sea) or COTIF (international carriage by rail), as such conventions are amended or re-enacted from time to time. You agree that the operating carrier or transport company's own "Conditions of Carriage" will apply to you on that journey. When arranging this transportation for you, we rely on the terms and conditions contained within these international conventions and those "Conditions of Carriage". You acknowledge that all of the terms and conditions contained in those "Conditions of Carriage" form part of your contract with us as well as the transport company and they are deemed to be included by reference into this contract.

Data Protection Policy

To ensure that your holiday runs smoothly we and your Travel Agent (if you use one) need to use information such as your name and address, special needs, dietary requirement, etc. We will apply appropriate security measures to protect this data. However, we must pass it to suppliers of your travel arrangements, including airlines, hotels and transport companies. We may also supply it to security or credit checking companies and to public authorities such as customs and immigration. If your holiday is outside the European Economic Area (EEA) controls on data protection in your destination may not be as strict as in the UK. We will only pass data including sensitive information regarding disabilities or dietary and religious requirements to people responsible for your travel arrangements. If we cannot pass this information to the relevant suppliers in the EEA or elsewhere, we cannot provide your booking. When you make this booking you consent to this information being passed to all relevant persons. Information held by your Travel Agent is subject to that company's own data protection policy. We can supply a copy of your information held by us;

there is a reasonable charge for providing this. We may use this information to contact you with details of our other products and services.

Brochure Accuracy

Whilst at the time of receipt of this brochure by you Brightsun believe that the contents are accurate circumstances can change after publication. For example, all the facilities in a resort might not be fully functional in early or late season. Sometimes a hotel may change its meal system from waiter service to buffet service, or back again. A pool may be closed for maintenance, or air conditioning may only be available at certain times of the day and/or year. Public holidays and religious festivals may also affect the availability of resort and hotel facilities. The tourist office for your chosen destination can provide details of such events and other information. We will tell you of any material changes that we know about when you book your holiday.

Aviation Security Charge

We have included in our prices a charge representing the extra aircraft insurance and security costs which have been imposed on airlines and tour operators to the basic price of your holiday. At the time of publication our understanding is that these costs amount to £[10] per person but you should be aware that this may change between the date of publication and the time of travel. Since these costs are beyond our control, we reserve the right to increase the amount of this charge at any time. We will of course inform you of such any such change should it become necessary.

Other Items

(a) Once you have checked in for your flight your welfare is the responsibility of the air carrier. We do not accept responsibility for the provision of refreshments, meals or overnight accommodation in the event of a flight or other delay at your outward or return point of departure. Normally the airline will arrange for meals and accommodation in the event of such a delay.

(b) You are responsible for ensuring that you are at the correct departure point at the correct time and we are not liable for any loss or expense suffered if you fail to do so.

Methods of Payment

Personal/Company cheques : Payment may be made by cheque. Cheques should be made out to Brightsun Travel but you must ensure that ten (10) working days are allowed to elapse for your cheque to clear before your departure. Should the cheque be returned for any reason we will levy a £25 charge.

Cash : We do accept cash; however we advise customers not to post cash to us, but to pay in person at the office.

Debit Cards : Switch or Visa Delta debit cards are welcomed. Please note that we cannot accept debit card payments from a third party without a signed authorisation from the debit cardholder.

We reserve the right to refuse a booking until we have full payment.

Credit Cards : Surcharges are incurred as to 3% on MasterCard and Visa, 4% on American Express. Please note we do not accept Diners Club cards.

We cannot accept credit card payments from a third party without a signed authorisation from the credit card holder. We reserve the right to refuse a booking until we have full payment.

I have read and understood the Terms and conditions and accept them on behalf of all passengers travelling, by each of whom I am authorised to make this booking. I am over the age of 18.