

3 TERM

- 3.1 This Agreement shall come into force on the date of this Agreement and shall continue in force, unless or until terminated in accordance with the provisions of Clause 10 below.

4 ENTIRE AGREEMENT

- 4.1 This Agreement constitutes the entire agreement between the parties and supersedes any prior agreement or arrangement between the parties, except in respect of bookings already confirmed by the Operator before the date of this Agreement, in which case any prior agreement or arrangement shall apply to those bookings.

5 COMPLIANCE

- 5.1 The Agent shall at all times comply with the provisions of the Civil Aviation Authority (Air Travel Organisers Licensing) Regulations 1972 and 1995, the Consumer Protection Act 1987, Part III, the Package Travel, Package Holidays and Package Tours Regulations 1992 and the Data Protection Act 1998, including any other relevant convention, legislation or code together with any amendments and shall indemnify the Operator against all loss, damage, costs, charges, claims, fines and demands that the Operator shall incur as a result of non-compliance with the same by the Agent.

6 DUTIES OF THE AGENT

Promotion and Marketing

- 6.1 The Agent shall:
- (a) act in the best interests of the Operator and comply with the Operator's reasonable instructions and not do or omit to do anything which is likely to bring the Operator or the Operator's Travel Arrangements into disrepute;
 - (b) display brochures and other promotional material supplied to it by the Operator and shall not use any advertising or promotional material in relation to the Travel Arrangements other than material provided by the Operator;
 - (c) promote and use its best endeavours to increase sales of the Operator's Travel Arrangements to existing and potential customers;
 - (d) state that it is acting as agent for the Operator and quote the Operator's full corporate name and ATOL number on all publicity material in which the Agent makes available Travel Arrangements as Agent for the Operator or any other document forming or evidencing the formation of a contract which the

Agent issues on behalf of the Operator. All publicity material must quote the prices as advised by the Operator without amendment by the Agent;

- (e) not make use of the Operator's name, trademarks or any other form of intellectual property or ATOL number except in accordance with the terms of this Agreement;
- (f) promptly and fully notify the Operator of any actual, threatened or suspected infringement of any of the Operator's intellectual property which comes to the Agent's notice;
- (g) not advertise the Operator's products in regional, local or national newspapers, magazines or other publications without the prior written permission of the Operator; and
- (h) immediately inform the Operator of any material circumstances of which the Agent becomes aware which may affect the Agent's ability to sell the Travel Arrangements.

Booking and Administration

6.2 The Agent shall:

- (a) without fail ensure that the first-named customer is referred to the Operator's current booking conditions, as provided by the Operator from time to time, before any booking is taken by the Agent. The current version of the booking conditions is attached at Schedule 1 to this Agreement. It is the Agent's responsibility to ensure that the customer has read and signed the booking form prior to making the booking. Option bookings will only be held at the Operator's discretion if the Operator needs to confirm elements of the booking with suppliers (e.g. domestic flights and ferry cabin availability). Such bookings are deemed firm when the Operator confirms all elements of the booking have been accepted. All other bookings will be deemed firm immediately when communicated to the Operator whether by phone, fax, post, web or in person and the Operator's booking conditions apply.
- (b) not amend the Operator's booking conditions;
- (c) ensure that a booking form is signed by the first-named customer and the advised deposit taken or, in the case of a late booking within the balance due date, the full cost of the Travel Arrangements, before confirming the booking with the Operator;

- (d) submit all booking forms to the Operator within 4 working days of booking, unless it is a booking made online via the Operator's web site;
- (e) keep safe the signed booking form for at least 2 years after the date of the customer's return from holiday or in the case of a cancelled booking, 2 years after the date of cancellation and provide, on request, copies of the same to the Operator at any time within that period. The booking forms remain the property of the Operator at all times;
- (f) not knowingly permit the customer to contract for a holiday unless the customer is adequately protected by insurance cover for the full period from leaving to returning home, as well as cover against cancellation charges from the time of booking;
- (g) indemnify the Operator for any costs incurred by an uninsured customer, for example medical costs, where the Agent has not ensured that the customer has taken adequate insurance cover and the customer claims such costs from the Operator;
- (h) notify the first-named customer on the booking form immediately in writing (and by telephone if notification occurs less than 14 days before departure) of all corrections and amendments advised by the Operator (whether advised by the Operator in writing or orally) in respect of that customer's booking;
- (i) ensure that any instructions regarding written amendments to the Operator's brochures, promotional material or other documentation held by the Agent are acted upon expeditiously;
- (j) ensure that when a customer makes a special request in respect of a booking, this request is promptly and accurately notified to the Operator in writing;
- (k) undertake not to make any verbal or written assurances to a customer that any special request shall be complied with;
- (l) give the customer an ATOL receipt immediately after accepting any payment from a customer for an air ticket or a package holiday including a flight element and pass on the Operator's confirmation invoice to the customer on receipt;
- (m) ensure that any ATOL receipt provided to a customer in respect of the purchase of a package holiday, including a flight element, sold under the Operator's ATOL includes the following information:
 - (i) the Operator's correct legal name and ATOL number;

- (ii) a statement that the Agent acts as agent for the Operator;
 - (iii) the Operator's booking reference;
 - (iv) a statement that any monies paid to the Agent are held at all times by the Agent on behalf of the Operator;
 - (v) the name of each person travelling;
 - (vi) a description of the tour;
 - (vii) an indication of whether the booking is a package holiday;
 - (viii) the amount of payment accepted by the Agent from the customer;
and
 - (ix) the total amount payable under the booking;
- (n) notify the Operator within 24 hours of receiving payment in respect of an air ticket or a package including a flight element and give the Operator sufficient information to enable it to issue an ATOL confirmation invoice;
 - (o) ensure that where customers make telephone bookings or book late the steps outlined in sub-clauses 6.2(1), (m) and (n) are satisfied as soon as possible after confirmation by the Operator;
 - (p) ensure that all requests by a customer to amend or cancel a booking are passed on to the Operator in writing on the day on which they are received;
 - (q) inform the first-named customer of any obligations to pay cancellation/ amendment charges where a customer requests the cancellation or amendment of a booking;
 - (r) advise the Operator immediately of any observations or complaints made by a customer in relation to the Travel Arrangements (including any complaint to a Trading Standards Department or a regulatory or trade body) but not make any admissions to customers on the merits of, or settle any claims arising out of, such observations or complaints; and
 - (s) forward immediately to the Operator any communication or correspondence received from a customer and to forward immediately to the customer any communication or correspondence received from the Operator.

Financial

6.3 The Agent shall:

- (a) hold all monies paid to the Agent by customers for bookings made with the Operator on trust as Agent for the Operator at all times;
- (b) collect from customers all deposits, balances, cancellation charges, amendment fees and all other monies payable by customers in accordance with the Operator's latest booking conditions (as published from time to time) and remit those monies as shown on the Operator's confirmation invoice, cancellation invoice or amendment invoice as applicable to the Operator by their due date. The Operator will not release tickets to the Agent until all balances have been paid;
- (c) where the Agent is unable to collect the balance payment from a customer at least 8 weeks prior to departure, immediately send to the first-named customer a recorded delivery letter demanding settlement within 7 days of receipt. If the full balance in respect of that booking is not paid within the specified time limit, the Agent shall notify the Operator's Finance Department in writing, to be received no later than 6 weeks prior to departure, whereupon the Operator reserves the right to treat that booking as cancelled and issue a cancellation invoice;
- (d) pay all monies due to the Operator under the Direct Debit scheme on a weekly basis. The Operator will issue a weekly statement by email detailing the amount to be collected four working days in advance of the Agents account being debited and the Agent will have an opportunity to contact the Operator regarding any adjustments. Any monies due to the Agent as a result of cancellation, overpayment or any other reason shall be credited on the next Direct Debit collection. The Agent shall authorise the Operator to make debits and credits as specified above upon a suitable bank account with the UK branch of a bank or other institution which participates in the electronic funds transfer system operated by BACS Limited;
- (e) complete the Direct Debit Agreement, Schedule 2;
- (f) not make or promise on behalf on the Operator any refunds without the previous written authority of the Operator except in accordance with the applicable level of the Operator's booking conditions
- (g) provide the Operator with its VAT registration information if VAT registered and notify any subsequent changes to it's VAT status and complete and sign the self-billing agreement annually, attached at Schedule 3;

- (h) complete the bank/trade references form attached at Schedule 4 and provide up to date reference details as requested from time to time by the Operator;
- (i) use only the prices which have been provided by the Operator from time to time;
- (j) not make or give any discounts, promises, warranties, guarantees or representations concerning the Travel Arrangements other than as agreed in writing with the Operator and will indemnify the Operator against any loss arising out of any failure to comply with this sub-clause; and
- (k) keep full and up-to-date records showing all transactions relating to the Travel Arrangements and allow the Operator or the Operator's authorised representatives to have access to the Agent's premises or to arrange for the same to have access to other relevant premises to inspect and take copies of such records.

6.4 The Agent shall remain personally liable to the Operator for monies which it has failed to collect in accordance with the terms of this Agreement and the Operator's booking conditions, where a booking has been confirmed by the Operator without:

- (a) collecting a deposit and/or balance from the customer; or
- (a) collecting the total cost of the Travel Arrangements in the case of a late booking; or
- (b) collecting any other sums due under the customer's contract with the Operator such as amendment fees

7 THE OPERATOR'S UNDERTAKINGS

7.1 The Operator agrees to:

- (a) provide to the Agent sufficient brochures and other promotional material in relation to the number of bookings placed by the Agent;
- (b) ensure that all brochures and other promotional material published by the Operator comply with the requirements of civil and criminal law;
- (c) hold the Agent indemnified against any liability arising from the failure of the Operator to comply with the provisions of sub-clause (ii) above;
- (d) issue a confirmation invoice by fax, email or by post to the Agent in accordance with the terms of the ATOL Regulations and the terms of the Operator's ATOL within 7 days from the date of booking;

- (e) issue and dispatch tickets and/or vouchers to the Agent's address within 10 days of the departure date for those travel arrangements. In the case of late bookings, the Operator may make alternative arrangements for tickets and/or vouchers to be received by customers in time for their departure;
- (f) inform the Agent of any amendments to the booking in accordance with the booking conditions; and
- (g) notify the Agent of any intention to extend the range of Travel Arrangements or discontinue any of the some:

8 COMMISSION

- 8.1 The Operator will pay commission, deducted at source, to the Agent on each booking made by the Agent with the Operator at the rate set out in Schedule 5 on sales of the Travel Arrangements to customers by the Agent during the term of this Agreement.
- 8.2 The Operator may, in its absolute discretion, alter from time to time the commission rates payable to the Agent by giving the Agent three months notice in writing.
- 8.3 The Agent will not be entitled to commission in respect of bookings which:
 - (a) the Operator receives directly from customers or from any other third party;
 - (b) the Operator rejects on reasonable grounds;
 - (c) are not executed due to reasons for which the Operator is not to blame;
 - (d) in the Operator's reasonable opinion are mainly attributable to the efforts of any other agent or representative; or
 - (e) the Operator receives after the date of termination of this Agreement.
 - (f) Where cancellation or major change is outside the control of the Operator.
- 8.4 In the event that any commission is paid to the Agent in circumstances where it is not entitled to it, the Agent shall promptly repay it upon request and the Operator reserves the right to offset such commission against any subsequent commission payment which may be due to the Agent.
- 8.5 No commission shall be payable if a customer cancels his travel arrangements, save that the Agent shall be entitled to receive commission on any forfeit deposits or cancellation charges payable by the customer, provided such payment has been made by that customer.

9 RESTRICTIONS

- 9.1 The Agent shall not during the term of this Agreement or for a period of three months after the termination of this Agreement induce, solicit or endeavour to entice away from the Operator any person who is an employee of the Operator and with whom the Agent has or had during the term of this Agreement direct or indirect contact.

10 TERMINATION

- 10.1 This contract shall continue in force unless terminated:
- (a) at any time by mutual consent of the Agent and Operator;
 - (b) by either party giving at least 60 days' written notice to the other party;
 - (c) with immediate effect by the Operator giving written notice to the Agent if:
 - (i) the Agent commits a fundamental breach of this Agreement or fails to remedy to the satisfaction of the Operator, within 7 days of receiving a written request to do so, any other breach of this Agreement;
 - (ii) in the Operator's reasonable opinion, there is any repeated or persistent failure by the Agent to provide service of a sufficiently high standard to customers booking Travel Arrangements; or
 - (d) with immediate effect by the Operator without notice if:
 - (i) the Agent suspends or ceases trading or indicates that it intends to cease trading or becomes unable to pay its debts as they fall due;
 - (ii) an order is made or a resolution is passed for the winding up of the Agent, or an order is made for the appointment of an administrator to manage the affairs, business and property of the Agent, or such an administrator is appointed or documents are filed with the court for the appointment of an administrator or notice of intention to appoint an administrator is given by the Agent or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a receiver or manager or administrative receiver is appointed in respect of all or any of the Agent's assets or undertakings or circumstances arise which entitle the Court or a creditor to appoint a receiver or manager or administrative receiver or which entitle the Court to make a winding-up or bankruptcy order, or the Agent takes or suffers any similar or analogous action in consequence of debt, or an arrangement or

composition is made by the Agent with its creditors or an application to a court for protection from its creditors is made by the Agent; and

(iii) the Agent being a sole trader dies.

10.2 If this Agreement is terminated for any reason save those set out at sub-clauses 9.1(d)(i)-(iii), the termination shall not apply (at the Operator's discretion) in relation to bookings confirmed by the Operator to the Agent before the effective date of termination and the rights and obligations of the parties under this Agreement in respect of such bookings shall survive the termination and be enforceable notwithstanding it.

10.3 If and only to the extent that the Commercial Agents (Council Directive) Regulations 1993 apply to this Agreement, then upon termination the Agent will be entitled to be indemnified and not compensated.

10.4 The termination of this Agreement will not affect any rights or liabilities which have accrued to either party before termination nor any provisions of this Agreement which are expressed or intended to remain in force after its termination.

10.5 Upon termination of this Agreement for any reason, the Agent will immediately cease representing or describing itself as the Operator's agent, cease using the intellectual property referred to above and at the Operator's request will immediately dispose of or return to the Operator all technical documentation and advertising or other material provided to the Agent by the Operator which are then in the Agent's possession or control.

11 FORCE MAJEURE

11.1 Neither party shall have any liability or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of that party. The party affected by such circumstances shall promptly notify the other party in writing when such circumstances cause a delay or failure in performance and when they cease to do so.

12 CONFIDENTIALITY

12.1 During this Agreement and after its termination the Agent will keep strictly confidential, not disclose to any third party and use only for the purposes of this Agreement, all information relating to the Operator's Travel Arrangements, business affairs, customer, promotional methods and turnover. This obligation will not apply to information which has entered the public domain other than through a breach by the Agent of this Agreement.

13 VARIATION

13.1 The terms of this Agreement may only be varied in writing, signed by duly authorised representatives of both parties.

14 ASSIGNMENT

14.1 The Operator may assign its rights and obligations under this Agreement, but the Agent may not without the Operator's written consent assign, transfer, sub-licence, delegate, sub-contract or otherwise dispose of its rights or obligations under this Agreement.

15 NOTICES

15.1 Any notice required to be given under this Agreement shall be sent by facsimile, email or first class post to:

(a) Travelscope Holidays Ltd, Pioneer Avenue, Gloucester GL3 4AW, facsimile number: 0870 1910774, email: agency.sales@travelscope.co.uk, in the case of the Agent; .

(b) (insert agent name)
.....
..... (insert address of Agent)
..... (insert facsimile number)
..... (insert email address)
in the case of the Operator;

(c) such other address, facsimile number or email as either party may from time to time notify to the other in writing;

15.2 If notice is sent by facsimile or email it must be subsequently confirmed in writing by post.

16 NO PARTNERSHIP OR CONTRACT OF EMPLOYMENT

16.1 Nothing in this Agreement shall create, or be deemed to create, a partnership or the relation of employer and employee between the parties.

17 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

17.1 The parties agree that no term of this Agreement shall be enforceable by any third party as provided by the Contracts (Rights of Third Parties) Act 1999.

18 SEVERABILITY

18.1 If any provisions of this Agreement shall be found to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.

19 ENTIRE AGREEMENT

19.1 This letter supersedes any previous agreement and contains the entire agreement between the parties. The Agent acknowledges that in entering into this Agreement it has not relied on any warranty or representation other than those expressly contained in this Agreement. This clause shall not apply to fraudulent misrepresentation.

20 WAIVER

20.1 No failure or delay by the Operator in exercising rights or enforcing obligations under this Agreement shall constitute a waiver or preclude the Operator from exercising or enforcing such rights or obligations subsequently unless confirmed by the Operator in writing.

21 GOVERNING LAW

21.1 This Agreement is governed by the laws of England and both parties agree to submit to the jurisdiction of the English courts at all times. However, the Operator shall be permitted to bring legal proceedings in any other court of competent jurisdiction.

Signed for and on behalf of Travelscope Holidays Ltd

Signed:
Name:
Position:
Date:

Signed for and on behalf of(insert name of Agent)

Signed:
Name:
Position:
Date:

TRAVELSCOPE HOLIDAYS LTD - BOOKING CONDITIONS

We know that your holiday is important. We want you to enjoy it and continue to entrust your holiday arrangements to us in future. We want to be sure that you understand your commitment when making a booking. Please, therefore, spend a few minutes reading the booking conditions below, together with the information in the brochure, since they detail our obligations to you once you have made a booking. Please call us if you need any clarification or advice. References to "you" and "your" include all persons on whose behalf a booking is made.

1. THE COMPANY: Your contract is with Travelscope Holidays Ltd., Pioneer Avenue, Gloucester GL3 4AW, (contact details are given in the "we" and "us" in the conditions, which form part of the contract). By making a booking you agree to these conditions. If you had not seen these terms and conditions when you made your booking and you are not happy to proceed with the booking now that you have seen them, please return all documents to us within 7 days of receipt of this document. If you do, your booking will be cancelled and your monies returned in full.

2. PAYMENT: Your booking must be made with the appropriate deposit (or full payment if the booking is within eight weeks of departure), together with the insurance premium (if required). The booking is not confirmed until the date shown on your confirmation/invoice, which is when the contract comes into existence. We will send you a confirmation/invoice normally within seven days of our receiving the booking and deposit (or full payment). This will confirm details of the booking and show any outstanding balance. Usually the balance of your holiday cost must be paid no later than eight weeks before departure. The date for any further deposit payments (if applicable) and the final payment is shown on the confirmation/invoice. No reminder will be sent. If the balance is not received by the due date then we reserve the right to cancel your booking, and levy cancellation charges, as set out below. Please note that a 2.75% administration charge will be added to all balances paid by credit card. A charge is not made if you are paying a deposit or if you pay full when booking.

3. IF YOU CANCEL YOUR BOOKING: Cancellation is only effective when written notice of your wish to cancel is received in our office from the person who made the booking. We will charge a cancellation fee according to the scale shown below. Period before scheduled departure date within which written instructions are received by Travelscope. Cancellation fee shown as a % of holiday costs (excluding insurance premium)

More than 56 days	Deposit only
43 - 56 days	30% of deposit if greater
29 - 42 days	45% of deposit if greater
15 - 28 days	60% of deposit if greater
5 - 14 days	75% of deposit if greater
0 - 4 days	100 %

4. IF YOU CHANGE YOUR BOOKING: It is not going to amend your booking we will do our best to help. We will, however, make an amendment charge of £20 per person (maximum £80 per booking form per amendment), together with any further costs we incur in making the alteration. You should be aware that these costs could increase the closer to the departure date that changes are made, and please note particularly that changes made to airline reservations can often be costly. All amendments must be confirmed to us in writing by the person who made the booking. Please note that if the booking amendment involves a change of name, insurance premiums are not transferable.

5. IF WE CANCEL YOUR BOOKING: For some holidays a minimum number of passengers is required for a tour to operate. Cancellations by us may sometimes be necessary and we reserve the right to cancel your holiday in any circumstances. In this event, except when the cancellation is as a result of your failure to pay the balance when due, you will be offered the choice of an alternative holiday (if available) or a full refund of all monies paid. If we cancel your holiday within 8 weeks of the departure date, you should receive compensation on the scale set out below, except where the cancellation is due to circumstances beyond our control. This does not affect your statutory rights.

Prices of basic holiday per person

Up to £200 £201 - £500 Over £500

Compensation per person

More than 56 days NIL NIL NIL

56 - 15 days £5 £10 £20

14 - 0 days £10 £20 £30

6. IF WE CHANGE YOUR BOOKING: It is unlikely that we will have to change your booking, but arrangements are made many months in advance and sometimes changes become necessary. We must, therefore, reserve the right to make changes to the arrangements described in this brochure. If a major change is necessary we will inform you as soon as we can. A major change includes a change of departure time from the U.K. of more than 12 hours, a change of destination (i.e. country), or changing accommodation with a lower classification than that advertised (except in the case of a change of hotel). Please note that a change of hotel is not classified as a major change where coach transfers between a UK town and the relevant sea port are included in the holiday cost, nor is a change of cross-Channel arrangements from ferry to Eurotunnel or vice versa, nor is a change of cruise vessel to another of a similar standard. Should you decide not to accept a major change we will offer an alternative holiday (if available) or offer credit towards another Travelscope holiday or refund all monies paid plus compensation on the above scale. If you accept a replacement holiday which is cheaper, we will refund the difference in price. Compensation payments do not apply to changes because of reasons of force majeure or to circumstances outside of our control. Such circumstances include war or threat of war, civil strife, terrorist activity, adverse weather conditions, natural or nuclear disaster, industrial dispute, fire and all similar events outside our control. We reserve the right to make changes to our advertised itineraries arising from the consequences of traffic, weather conditions, diversions, or any other operational reasons, or other reasons of force majeure, including any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid.

7. OUR RESPONSIBILITY FOR YOUR HOLIDAY:

(a) We accept responsibility for ensuring that your holiday is supplied in accordance with these conditions and to a reasonable standard commensurate with the price of your holiday. We have taken all reasonable care to ensure that suppliers such as hotels, coach and ferry companies are reputable concerns and that they comply with the local and national laws of the country in which they supply their services.

(b) In the unlikely event that your holiday is not provided as set out in 7(a) above, we accept liability in accordance with Regulation 15 of the Package Travel, Package Holidays and Package Tours Regulations 1992 for damage caused to you by the failure to properly perform or the improper performance of this contract, unless the failure or improper performance is due neither to our fault or the fault of our supplier(s) of services, because (i) the failures which caused the damage were not reasonably foreseeable to us, (ii) the fault is attributable to a third party unconnected with the provision of the services contracted for, and are unforeseeable or unavoidable; or (iii) such failures are due to unusual or unforeseeable circumstances beyond the control of us or our supplier(s), the consequences of which could not have been avoided even if all due care had been exercised; and such failures are due to an event which we or our supplier(s), even with all due care, could not foresee or forestall.

(c) If you suffer damage other than personal injury, the maximum amount of compensation we will pay you is twice the basic price of the holiday for the person(s) affected.

(d) It is important to note that in certain circumstances our liability to make compensation payments to you and your right to make a claim is limited by International Conventions. Section 8 of these conditions deals with this more fully and you should read this section carefully.

(e) If we pay you compensation, you agree to assign to us and/or our insurers all rights you may have to pursue a claim against a third party and to provide us and/or our insurers with all assistance that is required.

(f) If you suffer illness, injury or death through misadventure during the period of the holiday, arising out of an activity which is not supplied under this contract, we may, at our discretion, offer assistance to you provided that you inform us of the incident within 90 days of your return from holiday. Where legal action is contemplated and you want our assistance, you must obtain our written consent prior to the commencement of proceedings and subject to you undertaking to assign any costs, and/or benefits received under any relevant insurance policy to us. Our assistance is limited to £5,000 per booking. If your claim is successful you must repay to us the amount of any financial assistance we have given you as soon as you receive your compensation.

(g) Sports tours: National and international sports fixtures, concerts and other special events are operated by third parties from whom we obtain tickets for the event(s) and we provide accompanying package holiday services. Cancellation or curtailment of such events is an extremely unusual occurrence, and is totally beyond our control. We are unable to accept any responsibility to refund or compensate for changes to an itinerary arising from such cancellations or curtailments. We will make every effort to make suitable alternative arrangements, if possible, and in the unlikely event of a cancellation, we will pass on any refund obtained for the service not provided.

8. TRAVEL BY AIR AND WATER:

(a) If your holiday involves travel by air and/or water we will use carriers (such as airlines or shipping companies) to enable that travel to take place. The carrier's conditions of carriage will apply to such travel and any part of the contract between you and us. A copy of the relevant carrier's conditions for your holiday is available from us upon request. However, you should be aware that the conditions of carriage will limit the circumstances in which and the amount of compensation that can be claimed. In certain cases, liability to pay compensation may be excluded.

(b) In the case of travel by air, the conditions will incorporate limits and exclusions set by the Warsaw and/or Montreal Conventions. These limit the time for making a claim to two years and limit the amount of compensation that can be recovered both for damages for personal injury and other damage. In the case of personal injury, damages can only be claimed for "bodily injury" and this does not include psychological or psychiatric injury. Furthermore the amount that can be claimed is limited in most cases to about £81,000. It is also possible for the carrier to rely upon certain defences, such as showing it took all necessary measures to avoid the damage, or that the damage was caused or contributed to by you. These too, may limit the amount of compensation that is payable or mean that no compensation is payable.

(c) In the case of travel by water, the conditions will incorporate limits set by the Athens Convention. The Convention limits the time for making a claim to two years and limits the amount of compensation payable both for damages for personal injury and other damage. In similar ways to the Warsaw and Montreal Conventions, Defences are also available which will reduce the amount of compensation payable or mean that no compensation is payable. You should ensure that you have adequate insurance for personal possessions as liability for loss of these items is excluded in most circumstances.

(d) In all cases our liability shall be limited to the extent that we would have to pay damages if we were the carrier itself.

9. LAW: This contract shall be governed by English Law and the jurisdiction of the English Courts. You may, however, choose the jurisdiction of Scotland or Northern Ireland.

10. RIGHTS OF REFUSAL AND INDEMNITY: We expect our clients to have consideration for their fellow passengers. If you behave in such a way as is likely, in our opinion or the opinion of any person in authority, to cause offence, danger, damage or distress to others, we reserve the right to terminate your holiday arrangements. In this event, our responsibility for your holiday will immediately cease and we will not be liable for any costs or expenses incurred by you as a result. Full cancellation charges will apply and we will be under no obligation whatsoever for any refund, compensation or loss you may incur. If your actions or those of any member of your party cause damage to the accommodation in which you are staying or to the vehicle, train, ship or aircraft in which you are travelling, or cause delay or diversion to any means of transportation, you agree to fully indemnify us against any claim (including legal costs) made against us by or on behalf of the owners of such accommodation or the operator of such means of transportation.

11. IF YOU HAVE A COMPLAINT: In the unlikely event that you feel dissatisfied with your holiday, please inform the relevant supplier (e.g. your hotelier) and our representative immediately, so that the matter may be resolved straightaway. If the matter cannot be resolved on the spot please ask our representative for a Holiday Report Form which you must complete immediately. One copy will be given to you to keep, and one copy will be sent to our Head Office. Please follow up your complaint in writing within 28 days of your return from holiday. We will deal with your complaint promptly and fairly, but we do not have the right to investigate or rectify your complaint if you do not have the opportunity to investigate and rectify your complaint at the time and this may affect your rights under this

contract. If a dispute arising out of this contract cannot be settled amicably you can refer to arbitration under a special Schedule of Arbitration by ADR (Arbitration) provided for in the Charter of the Institute of Arbitration scheme (details of which are supplied upon request) provides for a simple and inexpensive method of arbitration on documents alone with restricted liability in respect of costs. 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. 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 in respect of the element. The arbitration must be made within nine months of the date of return from the holiday, except if we agree otherwise.

12. BOOKING WITH CONFIDENCE: We are a fully bonded member of ABTA (membership no. V50660) and hold Air Travel Organiser's Licence No 4555 issued by the Civil Aviation Authority, ensuring your financial protection and high standards of professionalism and reliability. In the unlikely event of our insolvency, ABTA or 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.

13. HOLIDAY INSURANCE: It is a requirement of booking that you take out the special insurance that we have arranged, underwritten by Fortis Insurance, or alternatively arrange a policy providing comparable or greater cover including a 24 hour emergency service. Should you decide on an alternative policy you will have to supply us with details of the cover, name and address of insurer, policy number and policy expiry date prior to departure. If you do not take out this insurance and provide us with the requested details we reserve the right to cancel your holiday. If we have to do this we will not be liable for any compensation, cancellation charges, costs, expenses or losses that you may incur as a result.

14. PASSPORTS AND VISAS: A full passport is essential for travel to all destinations outside of the UK. All passports should have at least three months left to run from the date of return arrival in the UK, although some countries may require you to have up to eight months left to run from the date of departure. It is your responsibility to check the latest regulations with the relevant Embassy before departure. We are unable to make any refunds to clients unable to travel through failure to obtain a passport or visa. A passport or photographic driving licence is required for identification on UK domestic air travel, and for short cruises, even if the ship does not leave the UK.

British citizens travelling to USA and Canada do not usually require a visa although one is required if your passport is not machine-readable. However, BRITISH SUBJECTS DO REQUIRE A VISA FOR TRAVEL TO USA. Children and babies must hold their own passport for travel to USA regardless of their age.

15. PRICE POLICY: We reserve the right to increase or decrease brochure prices at any time prior to you booking and the arbitrator can award in respect of the element of the price of the holiday that changes in costs such as fuel, government action, and currency. In the case of small variations, an amount equivalent to 2% of the holiday price excluding insurance premiums and any amendment charges will be absorbed or retained. For larger variations, this 2% will still be absorbed for increases but not retained from refunds. In either case there will be an administration charge of £1 per person. If this means that you will have to pay an increase of more than 10% of the holiday price, you will have the option of accepting a change to another holiday if we have one, or cancelling and receiving a full refund of all monies paid, except for any amendment charges. Should you decide to cancel because of this, you must do so within 14 days from the issue date printed on the invoice. Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your holiday due to contractual and other protection in place.

16. TRAVEL AND RESORT INFORMATION: We make every effort to include as much information about the resorts, hotels, vessels and excursions in the brochure as possible and all information has been checked and is correct at the time of going to press. Occasionally the availability of certain services may vary according to season, weather and demand. The price of your holiday can be affected by changes in transportation costs such as fuel, government action, and currency. In the case of small variations, an amount equivalent to 2% of the holiday price excluding insurance premiums and any amendment charges will be absorbed or retained. For larger variations, this 2% will still be absorbed for increases but not retained from refunds. In either case there will be an administration charge of £1 per person. If this means that you will have to pay an increase of more than 10% of the holiday price, you will have the option of accepting a change to another holiday if we have one, or cancelling and receiving a full refund of all monies paid, except for any amendment charges. Should you decide to cancel because of this, you must do so within 14 days from the issue date printed on the invoice. Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your holiday due to contractual and other protection in place.

17. SPECIAL REQUESTS: Please advise us in writing at the time of booking of any special requests relating to rooms, seating on board the coach, health/dietary requirements etc. We will try to meet these requests wherever possible and to the relevant persons. Full details of our data protection policy are available on request. If you travel outside the European Economic Area, controls on data protection may not be as strong as the legal requirements in this country. We will only pass your information on to persons responsible for your travel arrangements. This applies to any sensitive information that you give us such as details of any disabilities, or dietary/religious requirements. If we cannot pass this information to the relevant suppliers, whether in the EEA or not, we will be unable to provide your booking. In making this booking, you consent to this information being passed on to the relevant persons. Full details of our data protection policy are available on request.

18. OPTIONAL EXCURSIONS: Optional excursions are detailed in your brochure and are often available as a discounted package if pre-booked. We reserve the right to alter the advertised programme if necessary. Some excursions may be subject to weather conditions and attaining minimum numbers. Your tour escort will advise you of full details. No money is refunded should you miss an excursion for whatever reason.

19. DATA PROTECTION POLICY: Please be assured that we have measures in place to protect the personal booking information held by us. This information will be passed on to the relevant suppliers of your travel arrangements. The information may also be provided to public authorities such as customs or immigration if required of them, or as required by law. Certain information may also be passed on to security or credit checking companies.

20. TRAVEL DELAYS: Occasionally delays will occur. We will work closely with airlines, ferry companies etc. to ensure any delay is as short as possible. We will try to make sure that arrangements are made for refreshments, when appropriate, but these arrangements will normally be the responsibility of the carrier. Our travel insurance policy provides cover against delays.

21. HEALTH AND TRAVEL ADVICE: To keep up to date with the latest health and travel advice, we recommend the following government agency websites: www.fco.gov.uk/travel for Foreign Office travel advice and www.doh.gov.uk for information from the Department of Health.

22. HOLIDAY INSURANCE: It is a requirement of booking that you take out the special insurance that we have arranged, underwritten by Fortis Insurance, or alternatively arrange a policy providing comparable or greater cover including a 24 hour emergency service. Should you decide on an alternative policy you will have to supply us with details of the cover, name and address of insurer, policy number and policy expiry date prior to departure. If you do not take out this insurance and provide us with the requested details we reserve the right to cancel your holiday. If we have to do this we will not be liable for any compensation, cancellation charges, costs, expenses or losses that you may incur as a result.

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29. HEALTH AND TRAVEL ADVICE: To keep up to date with the latest health and travel advice, we recommend the following government agency websites: www.fco.gov.uk/travel for Foreign Office travel advice and www.doh.gov.uk for information from the Department of Health.



TRAVELSCOPE

Instruction to your Bank or Building Society to pay by Direct Debit

Please fill in the whole form excluding official use box using a ball point pen and send it to:

Travelscope Holidays Ltd
 Pioneer Avenue
 Gloucester Business Park
 Gloucester
 GL3 4AW

Originator's Identification Number

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FOR TRAVELSCOPE HOLIDAYS LTD OFFICIAL USE ONLY
 This is not part of the instruction to your Bank or Building Society.

Name(s) of Account Holder(s)

Bank/Building Society account number

--	--	--	--	--	--	--	--	--	--

Branch Sort Code

--	--	--	--	--	--

Name and full postal address of your Bank or Building Society

To: The Manager	Bank/Building Society
Address	
Postcode	

Instruction to your Bank or Building Society

Please pay Travelscope Holidays Ltd Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with Travelscope Holidays Ltd and, if so, details will be passed electronically to my Bank/Building Society.

Signature(s)
Date

Reference Number

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Banks and Building Societies may not accept Direct Debit Instructions for some types of account

DD11

This guarantee should be detached and retained by the Payer.

The Direct Debit Guarantee



- This Guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the Scheme is monitored and protected by your own Bank or Building Society.
- If the amounts to be paid or the payment dates change Travelscope Holidays Ltd will notify you 4 working days in advance of your account being debited or as otherwise agreed.
- If an error is made by Travelscope Holidays Ltd or your Bank or Building Society, you are guaranteed a full and immediate refund from your branch of the amount paid.
- You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy of your letter to us.



TRAVEL AGENTS - BANK/TRADE REFERENCES

FULL TRADING NAME: _____

ADDRESS: _____

POSTCODE: _____

ABTA NO (if applicable): _____ DATE BUSINESS STARTED: ____/____/____

SOLE PROPRIETOR: PARTNERSHIP: LIMITED CO:

DIRECTORS/PARTNERS NAME: _____

POSITION: _____

DIRECTORS/PARTNERS NAME: _____

POSITION: _____

FINANCE DEPT CONTACT NAME: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

EMAIL: _____

BANKING DETAILS:-

BANK NAME: _____

SORT CODE: _____

ACCOUNT NAME: _____

ADDRESS: _____

POSTCODE: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

EMAIL: _____

ACCOUNT CONTACT NAME: _____

TRADE REFERENCES:-

COMPANY NAME: _____

ADDRESS: _____

POSTCODE: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

EMAIL: _____

COMPANY NAME: _____

ADDRESS: _____

POSTCODE: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

EMAIL: _____

WE AGREE TO CREDIT CHECKS BEING MADE AND BANK/TRADE REFEREES BEING CONTACTED DIRECTLY BY TRAVELSCOPE HOLIDAYS LTD

SIGNED: _____ POSITION: _____

NAME: _____ DATE: ____/____/____

Schedule 5

COMMISSION

The Agent shall be entitled to commission at the rate of ____ % in accordance with the terms set out below:

With regard to the Operators Coaching, River Cruise and Air Holidays on the basic price of the holiday, NOT including any supplements (i.e. room, single, domestic flights, flight upgrades, ferry or river cabin etc), excursions and insurance.

With regard to the Operators Ocean Cruise Holidays on the cabin grade taken, NOT including supplements, excursions and insurance.