

Booking Conditions

Your contract is with HPB Travel Club Limited, a member of ABTA.

1. Your Holiday Contract

When you make your booking we would ask you to complete a booking form. In signing the booking form, you warrant that you have the authority to accept and are accepting on behalf of all your party the terms of these booking conditions. A contract will exist as soon as we issue our confirmation invoice. This contract is made on the terms of these booking conditions which are governed by English Law and both parties agree to submit to the jurisdiction of the English Courts at all times.

2. Your Financial Protection

The Package Travel, Package Holidays and Package Tours Regulations 1992 require us to provide security for the monies that you pay for the package holidays booked from this brochure and for your repatriation in the event of our insolvency. We provide this security by way of a bond held by the Civil Aviation Authority under ATOL number 4628 a bond held by ABTA.

3. ABTA

We are a member of ABTA, membership number 72282/W0868. 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. Or from ABTA Limited at 68-71 Newman Street, London W1P 3AH

The arbitration scheme is arranged by ABTA and administered independently by 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 the Chartered Institute of Arbitrators 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.

4. Your Holiday Price

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

When you make your booking, a deposit of £100 per person for HPB Themes and £150 for HPB Tours is required together with the appropriate insurance premium when applicable. The balance of the price

of your travel arrangements must be paid at least 10 weeks before your departure date, and travel documents will not be released until the full balance is received. If the deposit and/or balance is not paid in time we have the right to cancel your travel arrangements. If the balance is not paid in time we shall retain your deposit. 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 insurance premiums and 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.

5. If You Change Your Booking

If, after our confirmation invoice has been issued, you wish to change your travel arrangements in any way, for example your chosen departure date or accommodation, we will do our utmost to make these changes but it may not always be possible. Any request for changes to be made must be in writing from the person who made the booking. An amendment fee of £25 per booking will be charged. If you wish to change your travel arrangements within 10 weeks of departure this will be treated as a cancellation of the original booking and you will have to pay the applicable cancellation charges set out in Clause 6 below.

NOTE: Certain travel arrangements (eg. Apex tickets, Flights with low cost airlines) may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangements.

6. If You Cancel Your Holiday

You, or any member of your party, may cancel your travel arrangements at any time. Written notification from the person who signed the booking form on your behalf must be received at our offices. Since we incur administrative costs in cancelling your travel arrangements, you will have to pay the applicable cancellation charges up to the maximum shown below:

Period before departure within which written cancellation is received

More than 42 days
42 to 29 days
28 to 15 days
14 to departure day

Cancellation Fee (percentage of total holiday price excluding Insurance premium.)

Loss of deposit
50%
70%
100%

NOTE: If the reason for your cancellation is covered under the terms of your insurance policy you may be able to reclaim these charges.

PLEASE NOTE: that it is not possible to make refunds for any services booked but not used.

7. If We Change or Cancel Your Holiday

It is unlikely that we will have to make any changes to your travel arrangements but arrangements have to be planned well in advance, occasional changes may be made and we reserve the right to do so. Most of these changes will be minor and we will advise you of them at the earliest possible date. We also reserve the right in any circumstances to cancel your travel arrangements. **For example, if the minimum number of clients required for a particular travel arrangement is not reached, we may have to cancel it.** However we will not cancel your travel arrangements less than 10 weeks before your departure date, except for reasons of force majeure or failure by you to pay the final balance. Flight details on your confirmation are subject to change due to airline procedures. These details are given for guidance only and final details will be shown on your tickets. If a major change becomes necessary we will inform you as soon as reasonably possible. Changes to aircraft type or airline are deemed to be minor changes. Other examples of minor changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same standard. When a major change occurs we will inform you as soon as reasonably possible, if there is time before your departure. You will have the choice of either accepting the change of arrangements, accepting an offer of alternative travel arrangements of comparable standard from us, if available, or cancelling your travel arrangements and receiving a full refund of all monies paid. In all cases except where the major changes arise due to reasons of force majeure, we will pay compensation as set out in this clause.

In accordance with EU regulation 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 on your confirmation invoice. 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.

Period before departure within which a major change is notified to you

More than 56 days
56 to 43 days
42 to 29 days
28 to 15 days
14 to departure day

Compensation per person

Nil
£10
£20
£25
£30

Force Majeure: This means that we will not pay you compensation if we have to cancel or change your travel arrangements in any way because of unusual or unforeseeable circumstances beyond our control. These can include, for example, war, riot, industrial dispute, terrorist activity and its consequences,

natural or nuclear disaster, fire, adverse weather conditions.

8. If You Have A Complaint

If you have a problem during your holiday, please inform the relevant supplier and our resort representative/site manager 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 the Themes & Tours Department at HPB House, Newmarket, CB8 8EH giving your booking reference and all other relevant information. Please keep your letter concise and to the point as it will assist us to quickly identify your concerns and speed up our response to you. It is strongly recommended that you communicate any complaint to the supplier of the services in question as well as to our representative/site manager locally without delay. If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in the resort and this may affect your rights under this contract.

9. What Happens To Complaints

It is unlikely that you will have a complaint that cannot be settled amicably between us. However, disputes arising out of, or in connection with, this contract which cannot be amicably settled may be referred to arbitration, for further details please refer to Clause 3.

10. Travel Delay

Should your chosen holiday include a flight and in the event of any possible delay, we will abide by the decision of the particular operating airline with whom you are booked as to assistance. Each independent supplier provides services in accordance with their own terms and conditions and we cannot accept any liability for any expenses incurred by yourselves in the event of a delay. If you are travelling within the EU, guidelines are in place issued by the European Commission and further information can be obtained by contacting the Europe Direct Freephone on 00 800 6789 1011 or from their web site at http://europa.eu.int/comm/transport/air/rihts/index_en.htm

11. Our Liability To You

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; or 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 two times the cost of your travel arrangements. Our liability will also be limited in accordance with and/or in an identical manner to

- The contractual terms of the companies that provide the transportation for your travel arrangements. These terms are incorporated into this contract; and
- 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 HPB Travel Club Limited, HPB House, Newmarket, CB8 8EH.

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 7. 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

12. 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 you such prompt assistance as is reasonable in the circumstances.

13. Passports ,Visas & Immigration Requirements

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.

14. Foreign Office Travel Advice

If any Foreign Office advises us that you should not travel to a particular country, we will advise you accordingly. We recommend that you check the FCO's website www.fco.gov.uk/knowbeforeyougo or use the ABTA information line Tel:0901 201 5050 (calls charged at 50p per minute)for further details.

15. Data Protection Statement

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 principal and to the relevant suppliers of your travel arrangements. The information may also be provided to public authorities such as customs or immigration if required by them, or as required by law. Certain information may also be passed on to security or credit checking companies. 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 to 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.)

Booking Procedure

Bookings can only be accepted by post on receipt of a signed booking form. However, should you wish to make any general enquiries regarding availability or require further information please telephone our direct number: 01638 674744. The holidays are available to Bondholders, their friends and relatives. With your holiday confirmation you will receive details regarding car parking and hotels. With your tickets, which will arrive approximately two weeks prior to departure you will receive a detailed itinerary, a synopsis of your insurance policy, if applicable, general information including advice on the most suitable clothing to take with you and a location and facts guide.

Special Requests

Please enter details on the booking form but please note that these cannot be guaranteed.

e.g. Type of bed, twin or double. Ground floor accommodation. Special dietary requests (vegetarian). Please also advise us of any health problems or walking difficulties. If assistance is needed in boarding the aircraft or if vegetarian meals are required on the flight please advise us. If any member of your party is travelling on a non-British passport, please check whether Visas are required.

Holiday Costs And Additional Weeks

The cost of each holiday is shown under the detailed itinerary as a per person price, and is inclusive of the **user charge**. Please note that **Points** will be **not** be deducted from your account in respect of the Theme Week holiday. The quoted per person price is based on two people sharing an apartment. However we do receive a number of enquiries from people wishing to travel alone and we are pleased to continue offering all tours with no single room supplement (except where non HPB property is booked as part of the Theme Week, i.e. Overnight stays in hotels when the hotel itself may pass on a single room supplement. Bondholders who wish to book an additional week's holiday prior to or following the Theme Week may do so subject to availability, this must be requested on your Theme Week booking form. Points will be deducted in the normal way and the normal user charge will be applicable.

PLEASE NOTE: Any additional week(s) must be booked with the Themes & Tours Department and not directly with HPB reservations.

Tour Capacity

Groups are limited to around 30 people per week in the majority of cases. This is an ideal size of party for visits and other activities. On most Theme holidays, a minimum of usually 20 people is required before we are able to confirm that the holiday will proceed. If the Theme holiday you have booked cannot proceed due to lack of numbers, we will let you know as early as possible. Alternative holidays will be offered in such circumstances. All itineraries and flight times are subject to change without notice.

Insurance Details

Under EEC Regulations and with our obligations under the Package Travel Regulations we must ensure that you are aware of the existence of travel insurance when travelling out of the UK. We therefore recommend that as a safeguard you should have adequate travel insurance. HPB Travel Club have negotiated a comprehensive policy to include cover for cancellation, personal accident, medical expenses, baggage and personal effects, personal money, personal liability, travel delay (not applicable in the UK), missed departure and legal expenses.

Further details of cover and limits available on request.