

BOOKING CONDITIONS OUR FAIR TRADING CODE

1. Your Holiday Contract

When you receive your confirmation invoice from Cretan or Island Ambience a contract is made between you and ourselves. Both parties then have commitments towards each other. Our commitment to you is to provide you with the holiday you have booked and your commitment is to pay for that holiday. These commitments are clearly set out below and are also shown on the reverse of your booking form. From time to time people wish to change or withdraw from contracts. There are also times when it may be necessary for us to alter the price of the holiday after we have accepted the booking. Our policy in such circumstances is clearly stated below. Please read these conditions carefully. Your signature on the booking form means that you have accepted the terms of this code under which the holiday contract is made. You are also deemed to have signed on behalf of and with the consent of all persons for whom the booking is completed. Should bookings be made through a Travel Agent with whom we have any agreement or by any means other than directly with ourselves, all monies paid are held by them on our behalf. When you contact us to make a booking, we act as agents for the relevant carrier which will be disclosed on your documentation. We reserve the right to substitute the carrier if necessary.

YOUR COMMITMENT TO US

2. Payment for your Holiday

Your completed booking form must be sent to us accompanied by the appropriate deposit, the premiums for any insurance you wish to purchase and full payment for any flights booked by ourselves on your behalf. **CREDIT CARD PAYMENTS FOR DEPOSITS AND BALANCES WILL INCUR A 1.5% CHARGE.** This deposit is your only commitment to us until the final payment is due at the date indicated on your confirmation/invoice. You **MUST** pay for your holiday at least eight weeks before departure unless stipulated on your confirmation/invoice. If you do not do so, we reserve the right to treat your booking as cancelled, in which case you are liable to a cancellation charge amounting to the deposit paid. **PLEASE NOTE:- NO REMINDER IS SENT TO YOU, AND BALANCES ARE NOT RECEIPTED UNLESS REQUESTED.** If you book your holiday within eight weeks of departure, full payment is required at the time of booking.

3. If you Change your Booking

If, after we have accepted your booking, you wish to change any details of that booking, we will make every effort to satisfy your requirements, although this cannot be guaranteed. When a request can be met, an amendment fee of £10.00 per person will be charged (maximum £40.00 per booking form per amendment) and a revised invoice will then be issued. If you change your holiday booking later than the 'balance due' date, you will incur cancellation charges in accordance with section 4 below. Alterations to air travel once tickets have been issued may be subject to additional charges. NOTE: Clients with physical disabilities, wheelchairs, handicaps or illnesses requiring any form of special attention must advise the company in writing at the time of requesting reservations. We reserve the right to refuse carriage to any client at any time who fails to inform us of such conditions, or who is considered a liability to our company or fellow travellers.

4. If you Cancel your Holiday

Only the person who signed the booking form may cancel your holiday. Cancellations must be notified in writing and sent to us by recorded or registered post and are effective only from the date we receive written notification. To compensate us for the expense of processing your booking, withdrawal from sale at the time of booking and the risk that we may not be able to re-sell the holiday we charge cancellation fees in accordance with the following scale.

Days Notice Prior to departure date	Cancellation charge % of Holiday price
more than 42	Deposit only
29 - 42	45% or deposit whichever is the greater
15 - 28	60%
0 - 14	100%

You may make a claim on your holiday insurance if your reason for cancellation falls within the terms of the insurance policy.

5. If you Have a Complaint

In the unlikely event that you have a complaint please tell our staff or representative immediately so that remedial action can be taken as soon as possible. If the matter cannot be resolved on the spot, you must put your complaint in writing to us so that we receive it within 28 days of the end of your holiday. We do not accept liability in respect of any claim or complaint received after this period. All holidays are offered and provided by us as described in the brochure, though it is impossible to include all details at that time. Therefore, extra verification or clarification of ANY details in connection with the holiday must be requested by the client and satisfied before confirming the holiday. We cannot be held liable if you have not properly read the brochure, information or conditions and subsequently on arrival at your destination decide not to accept the accommodation booked for personal reasons/views/interpretations, or choose to complain about certain/all aspects of the holiday for whatever reason.

OUR COMMITMENT TO YOU

6. Your Holiday is Reserved

On receipt of a completed booking form and appropriate payments, we will check that we can accommodate your booking and return to you a confirmation/invoice showing the basic details of the holiday booked and the amount of money outstanding. Your reservation is accepted on the terms of our booking conditions and is valid from the date which appears on the confirmation/invoice. (A copy of these booking conditions is printed for your information on the reverse of your confirmation/invoice). If we are unable to accommodate your booking request, we will endeavour to offer you an alternative holiday. If you are unable to accept any alternatives offered at this time, a full refund of all monies paid including deposit and insurance will be made.

7. The Price of your Holiday and our Guarantee

It is our policy to calculate holiday costs at prices which include any increase planned by hoteliers, transport companies or other suppliers known at the time. The costing date for each holiday together with the relevant exchange rates are shown on the brochure or booking form. However, if holiday costs do increase after this date due to governmental action, fuel or currency fluctuation, the extra amount will be passed on in the form of a surcharge, not less than thirty days before departure. We guarantee that any extra amount advised at this time will be the final

amount to be paid by yourselves and any further increases will be born entirely by us. In exchange for this financial risk, no refund will be made in respect of changes in holiday costs or exchange rates which are favourable to us. We guarantee to absorb any amount equivalent to 2% of the total holiday price (excluding any amendment charges and insurance premiums). Only amounts in excess of this 2% will be surcharged. If this means paying more than 10% on the holiday price, you will be entitled to cancel your holiday with a full refund of monies paid, except for any premiums paid for holiday insurances and amendment charges. Should you wish to cancel because of this, you must exercise your right to do so within 14 days from the issue date printed on the surcharge invoices.

8. If we Change your Booking

The arrangements in this brochure are made many months in advance. Whilst we at all times try to satisfy your requirements it is sometimes necessary to make alterations to your holiday or to effect cancellation due to a variety of reasons. In these circumstances we reserve the right at our discretion to make the necessary changes or cancellations. If a material alteration or cancellation has to be made to your holiday we will offer you the same holiday on different dates, or an alternative holiday of the same standard or a full refund of all money paid to us. However, if it is necessary to make a material alteration (of significant inconvenience to you) to a holiday, or any other travel arrangements, after the date when payment of the balance of the price becomes due (other than for reasons such as hostilities, political unrest or other circumstances amounting to force majeure) compensation amounting to £10.00 per person will either be credited against your holiday costs, or if you cancel, you will receive a credit note for £10.00 per person to be used on a future Ambience holiday taken within 12 months of the date of the credit note. If we have to notify you of a material alteration within 14 days of the departure date (other than for reasons such as hostilities, political unrest or other circumstances amounting to force majeure) you will receive compensation amounting to £30.00 per person.

We do not intend to cancel a holiday, or any other travel arrangements, after the date when payment of the balance of the price becomes due, unless it is necessary to do so as a result of hostilities, political unrest or other circumstances amounting to force majeure or unless you default in payment of such balance. However, if it is necessary to cancel your holiday after the balance of your holiday becomes due, (for reasons other than hostilities, political unrest or force majeure) such as overbooking by an hotel or an airline, a full refund as well as compensation of £15.00 per person will be paid. Cretan/Island Ambience further reserve the right to curtail your holiday after the date of departure where forced to do so by circumstances amounting to force majeure. In this extremely unlikely situation Cretan/Island Ambience shall not be responsible for any refunds, compensation, losses or expenses incurred by you.

9. If we Cancel your Holiday

We reserve the right in any circumstances to cancel your holiday. **PLEASE NOTE:- OUR SPECIAL INTEREST TOURS ARE SUBJECT TO A MINIMUM NUMBER OF PASSENGERS IN ORDER FOR THEM TO OPERATE.** Full details are available on request. In the unlikely event of this being necessary we will offer you an alternative available holiday or a full refund of all monies paid. If cancellation is less than eight weeks prior to departure we will also pay compensation in accordance with paragraph 8.

10. How we Treat Complaints

Any written complaint will be acknowledged as soon as it is received. Normally a complaint is settled amicably in a short time. Disputes arising out of, or in connection with this contract which cannot be amicably settled may (if the customer so wishes) be referred to arbitration under a special Scheme which, though devised by arrangement with the Association of British Travel Agents, is administered quite independently by the Chartered Institute of Arbitrators. The Scheme, (details of which can be supplied on request) provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on the client in respect of costs. The Scheme does not apply to claims for an amount greater than £1,500 per person or £7,500 per booking form, or to claims which are solely or mainly in respect of physical injury or illness or the consequence of such injury or illness. If you elect to seek redress under this Scheme, written notice requesting arbitration under the Scheme must be made within nine months after the scheduled date of return from the holiday.

11. Our Responsibility to You

We accept responsibility to you in the event that services which we contract to provide are deficient or not of reasonable standard. We also accept responsibility for the acts and/or omissions of our employees, agents and suppliers. (Our suppliers are defined as those who provide goods or services in connection with your holiday and with whom we have formal contracts.) Where the services in question are by air, our responsibility is limited in accordance with the terms of relevant International agreements and conventions (copies of which are available upon no less than seven days written notice) and are also subject to the conditions of carriage of the airline in question. Please note that this paragraph does not apply where you suffer death, bodily injury or illness, for whatever reason, EXCEPT as a result of the negligent acts or omissions of our employees or agents, supplier or sub-contractors (other than air carriers) in the course of their employment. Should you suffer any accidental illness, personal injury or death as a result of any activity which does NOT form part of the holiday arrangements made by us, we shall provide all possible advice and assistance and if we, in our absolute discretion, consider it appropriate, financial help in all totalling a maximum of £5,000 per booking form. This sum shall be recoverable by ourselves from the customer in the event of a successful claim for costs against a third party, or if suitable insurance policies are in force. Please note certain important conditions apply to this commitment as follows: 1) Claims must be made in writing to us within 28 days of the termination of the holiday. 2) The claimant agrees to assign to us within 28 days of the termination of the holiday relating to a claim. 3) The claimant agrees to give his/her full co-operation in the event that we or our insurers wish to enforce the rights assigned to us or to which we are subrogated.

12. Law and Jurisdiction

Your contract is made under these booking conditions and this Fair Trading Code and is subject to English Law and jurisdiction and it is agreed between both parties that each will submit to the jurisdiction of the English Courts.

13. Consumer Protection

Any flights booked through us are ATOL Protected, since we hold an Air Travel Organiser's Licence granted by the Civil Aviation Authority. Our ATOL number is ATOL 3525. 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 may have paid to us for an advance booking. For further information, visit the ATOL website at www.atol.org.uk.



ALL YOU NEED TO KNOW

CONSUMER PROTECTION

Any flights booked through Cretan or Island Ambience are ATOL protected, since we hold an Air Travel Organiser's Licence granted by the Civil Aviation Authority. Our ATOL number is 3525. 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 may have paid to us for an advance booking (www.atol.org.uk). We are also members of the Association of British Travel Agents (ABTA No V3120), ensuring both your financial protection and high standards of professionalism and reliability (www.abta.com). We are also members of the Association of Independent Tour Operators (AITO) (www.aito.co.uk). Cretan Ambience and Island Ambience are trading names of Travel Editions Ltd Registered No.2926062.

TRAVEL INSURANCE

Cretan Ambience are happy to recommend to you the following insurance that has been arranged for us by Global Travel Insurance services Ltd and which is underwritten by AXA Insurance UK plc. Both companies are Authorised and Regulated by the Financial Services Authority (FSA).

This insurance has been specially designed so that it covers all of the holidays that we feature, protecting you in full if you have to cancel and providing you with the very best and most effective protection if you are unfortunate enough to require medical attention whilst away from home.

Don't take unnecessary risks by insuring your holiday anywhere else as we cannot accept any responsibility or provide assistance if problems arise as a result of inadequate cover.

We are confident that this policy is best for you.

A full policy wording will be sent to you with your confirmation of booking. Full details are also available upon request. You will not receive advice or recommendation from us. You will need to make your own choice about how to proceed.

This insurance is only available to persons who are permanently resident and domiciled in the UK and is valid for holiday between 01/01/2009 00:00:00 and 31/12/2009 00:00:00.

INSURANCE PRODUCT SUITABILITY

This insurance is suitable for persons whose Demands and Needs are those of a traveller whose -

- 1 Individual round trip starts and finishes in the UK and is of no more than 120 days duration.
- 2 Age is 90 years or less and is a permanent resident of the United Kingdom

As this description contains the Key Features of the cover provided it constitutes provision of a statement of demands and needs.

If you would like more information or are unsure of any details contained herein, you should ask Global Travel Insurance Services Ltd for further advice.

SUMMARY OF COVER

Main policy limits only, please see the policy document for other limits that may apply

Section	Limit
Cancellation or Curtailment	£3,000
Personal Accident	£15,000
Medical & Other Expenses	£5,000,000
Hospital Benefit	£300
Personal Luggage Money & Valuables	£2,000
Loss of Passport	£200
Travel Delay	(a) £60 or (b) £3,000
Missed Departure	£500
Personal Liability	£2,000,000
Legal Expenses	£25,000

POLICY EXCESSES:

Cancellation or Curtailment

The first £50 of each and every claim per Insured Person claimed for under this Section is excluded, increased to £100 where You are aged 66 to 75 years and to £150 where You are aged 76 to 90 years (other than in respect of claims for loss of deposit where the excess is £25).

Medical and Other Expenses

The first £75 of each and every claim per Insured Person claimed for under this Section is excluded.

Where You are aged 66 to 75 years the first £150 of each and every claim per Insured Person claimed for under this Section is excluded.

Where You are aged 76 to 90 years the first £300 of each and every claim per Insured Person claimed for under this Section is excluded.

Other Sections

An excess of £50 applies to each and every claim each insured person under the Personal Luggage Money & Valuables and Delayed Departure (b) sections, and £250 under the Personal Liability section.

Increased Excess for Pre Existing Medical Conditions

There is no need to advise us of your pre existing health conditions. Provision for acceptance of all pre existing health conditions has been made by the application of increased excesses in the event of claims arising.

For claims arising from the treatment of any pre existing illness the excess is further increased as follows -

Under the **Cancellation or Curtailment** section - double the normal excess.

Under the **Medical & Other Expenses** section

For persons aged **65 years** or less the excess is increased to **£500**

For persons aged **66 to 75 years** the excess is increased to **£1,000**

For persons aged **76 to 90 years** the excess is increased to **£1,500.**

You will also need to obtain confirmation from your GP of your fitness to travel.

EMERGENCY ASSISTANCE:

There is a 24-hour emergency assistance service included in the policy so that any insured person may seek assistance in medical emergencies while on holiday. Full details are contained in the policy document.

MAIN HEALTH EXCLUSIONS:

We will not pay for claims arising Where You or any person upon whose health the trip depends.

1. are undergoing tests for the presence of a medical condition receiving or on a waiting list for or have knowledge of the need for treatment at a hospital or nursing Home.
2. have received a terminal prognosis
3. suffer from any psychiatric disorder, anxiety state and/or depression suffered by You for which You have previously received treatment or have been diagnosed prior to the date of booking or of issue of the insurance
4. are pregnant or as a result of childbirth
5. are travelling against the advice of a Medical Practitioner or for the purpose of obtaining medical treatment abroad.
6. From any medical condition for which you or any person upon whose health the Trip depends has within 12 months prior to the date of issue of the insurance (for Cancellation) or the date of departure of each Trip (other sections) been diagnosed with a medical condition or have received treatment in a hospital.

INSURANCE PRODUCT DISCLOSURE

Cancellation Rights

The Insurer provides a Money Back Guarantee enabling you to cancel the insurance within 14 days of issue should the policy not meet your requirements. No refund of premium is provided for cancellations after this time.

Claims

Claims are handled by Towergate Chase Parkinson who act on behalf of the Insurers and not the customer in relation to any claim. The telephone number is 0870 906 3144.

General Queries

If you have any query regarding the cover provided you must contact Global Travel Insurance on 01903 203933 for advice.

Applicable Law

The law applicable to this insurance contract is English Law.

Complaints

If you wish to register a complaint about our service please contact us in writing at the above address. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.

Financial Security

These insurance arrangements are covered by the Financial Services Compensation Scheme (FSCA). You may be entitled to compensation from the scheme if we cannot meet our financial obligations although this depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCA

