

BOOKING CONDITIONS - YOUR CONTRACT IS WITH CRICKETER HOLIDAYS LIMITED

1. YOUR HOLIDAY CONTRACT

When you make your booking you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these booking conditions. A Contract will exist as soon as we issue our Confirmation Invoice. This Contract is made on the terms of these Booking Conditions which are governed by English Law and any dispute will be dealt with by the English courts. If however you have booked your holiday in Scotland or Northern Ireland any disputes may be dealt with by the courts in Scotland or Northern Ireland and will be subject to the law of those countries.

Once you have received your Confirmation Invoice, it is your responsibility to check that the information and booking details, including the spelling of all passenger names, as stated on your invoice are correct. (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 documentation to us within 7 days of receiving these booking conditions. Your booking will then be cancelled and your monies will be returned in full, provided you have not commenced your travel. This clause does not apply if your booking was made within 10 weeks of travel.)

2. ABTA STATEMENT

Cricketer Holidays Limited is a Member of ABTA with membership number ABTA V5412. ABTA and ABTA Members help holidaymakers to get the most from their travel and assist them when things do not go according to plan. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. For Further information about ABTA, the Code of Conduct and the arbitration scheme available to you if you have a complaint, contact ABTA, 30 Park Street, London, SE1 9EQ. Tel:020 3117 0500 or www.abta.com

3. YOUR FINANCIAL PROTECTION

When you buy an ATOL protected air package or flight from Cricketer Holidays you will receive a confirmation invoice from us confirming your arrangements and your protection under our Air Travel Organiser's Licence Number 0884. 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

4. PAYMENT

The balance of the price of your holiday must be paid at least 10 weeks before your departure date. If the balance is not paid in time we reserve the right to cancel your holiday, retain your deposit, and apply the cancellation charges set out in clause 8 below. If departure is within 10 weeks, then the total cost including the insurance premium (if applicable) is payable in full at the time of booking, except where otherwise specified.

5. SURCHARGES

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 over and above that, plus an administration charge of £1 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 re-use 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 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.

The price of your travel arrangements was calculated using exchange rates quoted on 26 June 2009 in relation to the following currencies: 1.117 Euro and 1.64 USD.

6. IF YOU WISH TO CHANGE YOUR BOOKING

If, after our 'Confirmation of Booking' invoice has been issued, you wish to change any details of that booking, we will make every effort to satisfy your requirements, although this cannot be guaranteed. Any request for changes must be made in writing from the person who made the booking and accompanied by a payment of **£25 per person** to cover our administration costs. A revised invoice will then be issued.

If you wish to change the date of your travel **after** the 'balance due' date, you will incur cancellation charges in accordance with Clause 8 below. Alterations to sea/air travel once tickets have been issued may be the subject of additional charges. These may increase closer to departure, therefore please contact us as soon as possible.

Please note that certain travel arrangements (e.g. Flight upgrades) cannot be changed after a reservation has been made and any alteration request could incur a 100% cancellation charge.

7. IF YOU CANCEL YOUR HOLIDAY

You, or any member of your party, may cancel your holiday at any time. Written notification from the person who made the booking must be received at our offices. Since we incur costs in cancelling your holiday, you will have to pay the applicable cancellation charges up to the maximum shown in clause 8. **Note: If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.**

8. IF WE CHANGE OR CANCEL YOUR HOLIDAY

It is unlikely that we will have to make any changes to your holiday, but we do plan the arrangements many months in advance. Occasionally we may have to make changes and we reserve the right to do so at any time. Most of these changes are minor, and we will advise you of them at the earliest possible date. We also reserve the right in any circumstances to cancel your holiday. For example if the minimum number of clients for a particular tour/holiday is not reached, or the failure of a hotel, we may have to cancel it. However we will not cancel your holiday less than 10 weeks before your departure date, except for reasons of Force Majeure or failure by you to pay your final balance. If we are unable to provide the booked holiday, you can either have a refund of all monies paid or accept an offer of an alternative holiday of comparable standard from us, if available and we will refund any price difference if the alternative is of a lower value. If it is necessary to cancel your holiday, we will pay to you compensation as set out in this clause.

In accordance with EU Regulations 2111/2005 we are required to advise you of the actual carrier operating your flight/connecting flight/transfer. We do this by listing the carriers to be used, or likely to be used as follows: British Airways, Meridiana, Thomsonfly, Cyprus Turkish Airlines, Tap Air Portugal, BMI British Midland, Monarch, Estonian Air, Finn Air, Lithuanian Airlines, Royal Air Maroc.

Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible. Such a change is deemed to be a minor change. Other examples of minor changes include alteration of your outward/return flights by less than 12 hours, changes of aircraft type, change of accommodation to another of the same standard. Such changes will not be regarded as a 'significant' change and you will not be entitled to cancel your holiday without paying the appropriate cancellation charge. You will only be able to cancel your holiday booking without penalty, or to receive compensation, when the change to your flight time is 12 hours or more. We will inform you of any changes as soon as we are advised.

If we make a major change to your holiday, 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 an alternative holiday of comparable standard from us if available (we will refund any price difference if the alternative is of a lower value), or cancelling your booked holiday and receiving a full refund of all monies paid. In all cases except where the major change arises due to reasons of Force Majeure, we will pay compensation as detailed below.

	IF WE MAKE A MAJOR CHANGE TO YOUR HOLIDAY	IF YOU CANCEL YOUR HOLIDAY
<i>Period before departure within which notice of Cancellation or Major Change is received by us or notified by you.</i>	<i>Amount of Compensation</i>	<i>Amount of Cancellation Charge</i>
<i>More than 69 days</i>	<i>Nil</i>	<i>Deposit only</i>
<i>69 - 29 days</i>	<i>£15</i>	<i>45% of holiday cost</i>
<i>28 - 15 days</i>	<i>£25</i>	<i>75% of holiday cost</i>
<i>Less than 15 days</i>	<i>£35</i>	<i>100% of holiday cost</i>

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.

9. IF YOU HAVE A COMPLAINT

If you have a problem during your holiday, please inform the relevant supplier (e.g. hotel) and our resort representative or agent immediately who will endeavour to put things right. If your complaint cannot be completely resolved locally, you must complete a report form which can be obtained from our local representative or agent. Please follow this up within 28 days of your return home in writing to Cricketer Holidays. It is therefore a condition of this Contract that you communicate any problem to the supplier of the services in question AND to our representative or agent whilst in resort and obtain a written report form. 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 on holiday and this may affect your rights under this Contract. 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, if the customer so wishes, under a special Scheme arranged by ABTA and administered independently by IDRS, part of the Chartered Institute of Arbitrators.

The Scheme provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on the customer in respect of costs. Full details will be provided on request or can be obtained from the ABTA website (www.abta.com). The Scheme does not apply to claims for an amount greater than £5,000 per person. There is also a limit of £25,000 per booking form. Neither does it apply to claims which are solely in respect of physical injury or illness or their consequences. The Scheme can however deal with compensation claims which include an element of minor injury or illness subject to a limit of £1,000 on the amount the arbitrator can award per person in respect of this element. The application for arbitration and Statement of Claim must be received by IDRS, part of 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.

10. 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 unforeseen 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 in 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: Cricketer Holidays Ltd., Beacon House, Croft Road, Crowborough, East Sussex TN6 1DL. Tel: 01892 664242.

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 8. If any payments to you are due from us, any payment made by you to 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 0207 240 6061. www.auc.org.uk.

11. 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 or 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.

12. PASSPORT, VISA AND 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.

13. EXCURSIONS

Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your package holiday provided by us.

14. CONDITIONS OF CARRIAGE

The Contractual terms of the companies that provide the transportation for your holiday will apply to this Contract. This brochure is our responsibility, as your tour operator. It is not issued on behalf of, and does not commit the airlines mentioned herein or any airline whose services are used in the course of your travel arrangements. Please note that in accordance with Air Navigation Orders in order to qualify for infant status, a child must be under 2 years of age on the date of its return flight.