

General Booking Conditions

Please read the following booking conditions carefully as they set out the terms and conditions of the contract between you and Elegant Resorts

Limited (“we”, “us” and “our”). Your contract will be governed by English law and any disputes will be dealt with in the courts of England and Wales.

If you live in Northern Ireland or Scotland, the courts of Northern Ireland or Scotland (as appropriate) can deal with any disputes. Our obligations to

you will vary depending upon whether or not what you book with us is a package holiday (“Package”) as defined by the Package Travel, Package

Holidays and Package Tours Regulations 1992. Section A below details the booking conditions which apply particularly to such a booking. Where you

book only a ‘Flight’ or a ‘Hotel’ the terms that particularly apply to such a booking are detailed in Section B under the heading “Single Components”.

There are certain terms which apply to any type of booking and these are detailed in Section D.

A. PACKAGE HOLIDAY

The information in our brochures and on our website, along with the terms set out below and the terms set out in Section C apply when you book a Package.

A1. Your Contract/Financial Protection

The financial bonding requirements of the Travel Association (ABTA) and the Civil Aviation Authority (CAA) has been observed by us in relation to the

provision of all our Packages. Our CAA ATOL number is 2885 and our ABTA membership number is V1712.

These arrangements ensure that

payments made by you for your Package would be refunded and/or you would be repatriated in the unlikely event of our insolvency.

A2. Price Policy

Elegant Resorts makes the following Price Policy on all our holidays: We reserve the right to alter the prices of any of the holidays shown in our brochures or on our website. You will be advised of the current price of the holiday that you wish to book before your contract is confirmed. The price of your travel arrangements was calculated using exchange rates quoted in the 'Financial Times Guide to World Currencies'.

i) PRICE GUARANTEED IF YOU PAY IN FULL WHEN YOU BOOK.

Ask your travel agent or Elegant Resorts for a confirmation of the current price at the time you make your booking. When full payment of the price is received by Elegant Resorts within seven days of the date shown on our Confirmation Invoice, we will guarantee your holiday price will not change.

OR

ii) PAYMENT OF DEPOSIT ONLY.

Changes in transportation costs, including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or

SIGN IN E-MAIL NEWS BLOG

Call Our

TRAVEL CONSULTANTS

UK OPENING TIMES TODAY: 08:30 18:00

disembarkation fees at ports and airports, and exchange rates mean that the price of your Package 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 Package, 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 Package, you will have the option of accepting a change to another Package 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. You must cancel within 14 days from the issue date printed on your final statement. 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 the price of your Package go down due to the changes mentioned above, by more than 2% of your Package cost, then any refund due will be paid to you. However, please note that Packages are not always purchased in local currency and some apparent changes have no impact on the price of your Package, due to contractual and other protection in place.

A3. Changes Made By Us Before Travel

From time to time, we may have to change details of the Package you have booked. If any change will have a significant effect on your Package, we will tell you about it before you travel, if there is time. Changes we will tell you about include: - Change of your UK departure airport - Significant change of your destination - A change of more than 6 hours to the time you leave the UK or your destination on breaks of 4 nights or less, or a change of more than 12 hours for all other longer holiday durations If you do not want to accept a significant change, which we tell you about before you depart, we will, if we are able to do so, offer you an alternative Package of equivalent or closely similar standard and price at no extra cost, or a less expensive Package. In which case, we will refund the difference in price. If you do not wish to take the alternative we offer you, you can choose a different Package offered for sale by us and pay, or receive a refund of, any price difference. Or, if you prefer, you can cancel your Package and receive a full refund of any money you have paid to us, 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. We will offer you compensation for changes which have to be made to your

Package before you travel, unless the change is as a result of the sort of circumstances listed in the paragraph below headed 'Circumstances Beyond

Our Control' or unless the change is made more than 70 days before departure. If you have not accepted the change, but have accepted an alternative

holiday, the compensation we will pay you will be nominal and will be to compensate you for the inconvenience of having to make alternative

arrangements, but otherwise, we will have no liability to pay you compensation. If you have accepted the change, again, the compensation will be

nominal unless, upon your return, you can justify to us that the change significantly diluted your holiday. If you have not accepted the change and

have accepted a refund of your holiday cost, the compensation will be a nominal sum designed to compensate you for your inconvenience of

arranging the refund and making any alternative arrangements you subsequently make, but otherwise, we will have no liability to pay you

compensation.

A4. Minor Changes Made By Us Before Travel

Any change that we do not consider significant is a minor change. We will endeavour to tell you about a minor change before you travel, but we are

not obliged to do so and we will not pay compensation. It may not be possible at the time of booking to specify the airline or type of aircraft. Please

note that two airlines may share the same services, therefore, a flight may not be operated by the airline whose designated code is shown on your

itinerary and ticket. We are required to inform you of the identity of the airline operating your flight. Any changes to the operating airline will be

notified to you in all cases at check-in or at the boarding gate. We reserve the right to change airlines or aircraft types at any time and changes of

this type will not constitute a significant change.

A5. Cancellation By Us

We can cancel your Package and any other Package we operate, but on the rare occasion we may have to cancel your Package, for any particular

reason, we will tell you as soon as reasonably possible. In these circumstances, we will, if we are able to do so, offer you an alternative Package of

equivalent or closely similar standard and price at no extra cost, or a less expensive Package. In which case, we will refund the difference in price. If

you do not wish to take the alternative we offer you, you can choose another offered for sale by us and pay, or receive a full refund of, any price

difference. Or, if you prefer, you can receive a full refund of any money you have paid to us, 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. However, we will not cancel

your Package within 10 weeks of departure, except if we are forced to do so because of unusual circumstances we could not have foreseen where we

could not avoid the results of those circumstances even after taking all reasonable care. (See 'Circumstances Beyond Our Control' below). No

compensation will be payable in these circumstances, whenever they happen, and we will only have to offer you the above choices. We can also cancel

if you fail to make payment for your booking on time.

A6. Circumstances Beyond Our Control

Except where we say differently elsewhere in these conditions, we will not pay any compensation, reimburse expenses, cover losses for any amount or

otherwise accept responsibility if we have to change your Package after departure, or we (or our suppliers) cannot supply your Package, as we, or

they, had agreed, or you suffer any loss or damage of any description, as a result of circumstances beyond our control. When we refer to

circumstances beyond our control, we mean any event that we, or the supplier in question, could not foresee or

avoid, even after taking all

reasonable care. Such circumstances will usually include (but are not limited to) war, terrorist activity, civil unrest, industrial dispute, bad weather

(actual or threatened) and significant building work ongoing outside of your accommodation, which is not known to us in advance of your departure

date and building work from a third party (such as resort development).

A7. Changes Made After Travel

If, after your departure, a significant part of your pre-booked Package arrangements cannot be provided, you will be offered a suitable alternative if

possible. If appropriate, we will also pay you compensation in accordance with the terms in the section entitled 'Changes Made By Us Before Travel'

unless the reason for the change is due to circumstances beyond our control (see section entitled 'Circumstances Beyond Our Control'). If it is not

possible to offer you a suitable alternative or, for good reasons, you do not accept the alternative arrangements, you will have the right to cancel

your booking. In this event, you will have the right to be returned by the same means of transport to your original departure point at no extra cost,

provided that transport is available. This does not impose an obligation on us to make specific transport arrangements for you if none are available.

A8. Flight Delays

Delays sometimes occur. We work closely with the airlines and overseas offices to make sure any delay is as short as possible. When a delay occurs,

we will try to make sure refreshments or meals are provided, when appropriate. We will not do this ourselves, as such arrangements will normally be

the responsibility of the airline. If you have taken out our recommended travel insurance or a comparable policy, you should have cover against

delays.

A9. Our Liability to You

(i) Our obligations, and those of our suppliers, providing any service or facility involved in any part of your

Package, are to take reasonable skill and

care to arrange for the provision of such services and facilities and, where we or our supplier is actually providing the service or facility, to provide

them with reasonable skill and care. Compliance with any applicable regulatory requirements (such as, for example, those of the Civil Aviation

Authority) will be proper performance of our and our suppliers' obligations. Conversely, however, reasonable skill and care does not necessarily

mean compliance with each and every local law and regulation, particularly where these impose absolute obligations. You must show that

reasonable skill and care has not been used if you wish to make any claim.

(ii) For claims which do not involve death or personal injury, we accept liability, subject to paragraph (i) above and (iv) below, should any part of your

Package not be as described on our website/brochure or elsewhere by us before you leave the UK. If we have liability, we will, subject to clause D10

and clause D13 below, pay you reasonable compensation. However, the maximum we will pay you in any circumstances is twice the price of the

Package. This maximum will only be payable when every aspect of your Package has gone wrong and you have not received any benefit from your

Package. Any sums received by you from suppliers will be deducted from any sum paid to you as compensation by us.

(iii) For claims which involve death or personal injury as a result of an activity forming part of your Package (excluding Overseas Booked Excursions

– see section D5 'Excursions'), we have liability subject to paragraph (i) above and (iv) below. If we accept liability, we will, subject to paragraphs (v)

and (vi) and clause D10 below, pay you reasonable compensation.

(iv) We accept liability in accordance with paragraphs (i), (ii) and (iii) above and subject to paragraphs (v) and clause D10 below, except where the

cause of the failure in your Package or any death or personal injury you may suffer is not due to any fault on our part or that of our servants, agents

or suppliers, and is either attributable to you, or attributable to someone unconnected with the Package and is unforeseeable or unavoidable, or 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 neither we, nor our servants, agents or suppliers could have foreseen or forestalled.

(v) You are obliged to assist us in recovering from any third party any sum which may compensate us for any sums we pay you. In particular, you are

obliged to assign to us any rights that you may have against any other person whose acts or omissions have caused or contributed to our legal

liability to pay you compensation. You must also provide us with all assistance we may reasonably require.

Finally, you must follow the procedures

for the notification of complaints set out in the clause below entitled 'If You Have A Complaint'.

(vi) Should you become ill while on your Package, you must, in addition to reporting your illness to your accommodation provider, consult a local

doctor and also consult your GP upon your return to the UK. Should you then wish to make a claim against us as a result of that illness, you must

provide us with details of the local doctor whom you saw and your GP, together with written authority for us to obtain a medical report from both of

those doctors.

(vii) If you or any member of your party suffers illness, injury or death, through misadventure, as a result of any activity which does not form part of

your contracted Package arrangements, we will provide you with all reasonable assistance. This assistance may include our making a contribution

towards your initial legal costs in taking action against the person(s) responsible, providing you request this within 90 days of the incident in

question. All assistance (financial or otherwise) is subject to our reasonable discretion and a maximum total cost to us of £5,000 per booking form. If

you are entitled to have any costs and expenses arising from such an incident met by or from any insurance policy, or if you obtain a costs order

against anyone in relation to the incident, you must repay us the costs and expenses we spent in assisting you.

(viii) Other than as set out above, and as is detailed elsewhere in these booking conditions, we shall have no legal liability whatsoever to you for any

loss, damage, personal injury or death which you suffer arising directly or indirectly from any aspect of your Package.

B. SINGLE COMPONENTS

The terms set out below, together with the terms set out in section D, apply when you book an individual travel component such as only a 'Flight' or only a 'Hotel'.

B1. Price Changes

Price increases may occur any time prior to departure and you will be liable to pay any such increases in full. If, before you book, we know of circumstances that may cause an increase in the price of your booking after you have paid, we will endeavour to provide details to you.

B2. Transfer Of Bookings

In the case of a scheduled flight-only booking, transfer to another person will involve cancelling the original booking, thereby incurring any relevant cancellation charges, and then making a new booking, which will be subject to availability and any additional price increase. Transfer of any other type of booking is subject to the supplier's own terms and conditions and the applicable amendment or cancellation charges as stated in section D.

B3. Our Liability To You

Our responsibility is to make arrangements for the provision by the relevant suppliers (including airlines, accommodation owner/supplier, car hire provider) of the components you book, but we do not have any responsibility for the operation of the component itself. We have no liability to you for any dissatisfaction, loss of enjoyment, loss, injury or damage that results from your use of the single component, unless we have negligently failed to

select a normally competent provider of the relevant component. Further, we have no liability to you in any event for any consequential loss which you may suffer in relation to any arrangements which you book to coincide with the single component you have booked with us.

C. CRUISE PACKAGES

Where you book a Cruise or a Cruise together with a flight and/or a transfer and/or a Pre-booked Excursion (as defined in the Section entitled ‘Excursions’ below), you are booking a Cruise Package. The terms set out below, together with the terms set out in Sections A and D, apply when you book a Cruise Package. We sell the Cruise Package to you as principal, but third party Cruise suppliers provide the Cruise, operate the Cruise Ship and act as carrier. The conditions of carriage of the third party Cruise supplier will also apply when you book a Cruise Package. These are available on request. Please see Section C4 (ii) below for further details.

C1. Pregnancy

Cruise ships do not have adequate medical facilities for childbirth on board. Cruise Ships will not carry you if you have entered or passed your 24th to 28th week of pregnancy at any point in your Cruise – the exact timing depends upon the Cruise operator. You must, therefore, check with us at the time of booking. All pregnant women should produce a doctor’s or midwife’s letter stating that mother and baby are in good health, fit to travel and that the pregnancy is not high-risk. The letter must also include the estimated date of delivery (EDD) as calculated from both the last menstrual period (LMP) and ultrasound, if this has been performed. We cannot accept a booking or subsequently carry you unless you comply with this section.

If you are pregnant and made a booking (or made a booking on behalf of a pregnant passenger) before it could reasonably have been known that you or the passenger would not be able to join the Cruise because you have entered or passed the 24th to 28th week

of pregnancy (as the case may be) at any point in the Cruise, we will refund in full the price paid by you and the price paid by any accompanying passenger, provided that the pregnant passenger notified us as soon as reasonably practicable upon becoming aware that they would not be able to join the Cruise, but shall otherwise not have any liability whatsoever. We and our third party Cruise suppliers expressly reserve the right to refuse passage on board to you if you appear to be in an advanced state of pregnancy and we shall not have any liability whatsoever in respect of either such refusal and/or your carriage.

C2. Medical

(i) We and our third party Cruise suppliers reserve the right to require you to produce medical evidence of fitness to travel on our Cruises.

(ii) If you (or a member of your party) have a physical or mental disability or any other condition that may require special treatment or assistance

(including those who use wheelchairs), you must advise us in writing before you make a booking. If you (or any member of your party) use a

wheelchair, you must furnish your own standard size wheelchair and must be accompanied by a travelling companion who is fit and able to assist

you. Cruise Ships' wheelchairs are for emergency use only. We and our third party Cruise suppliers reserve the right to refuse passage to you if you

fail to notify us and our third party Cruise suppliers of such disabilities or need for assistance, or who in our opinion is unfit for travel or whose

condition may constitute a danger to themselves or others on board.

C3. Your Safety and Security

(i) We expect, at all times that, you conduct yourself in a proper manner and with due regard for the health, safety, comfort, enjoyment and general

wellbeing of all persons, both on board the Cruise Ship and involved in the provision of any service or facility forming part of the Cruise or any

Excursion (including Overseas Booked Excursions or Pre-booked Excursions), and, by booking with us, you

expressly agree to this. If it appears that

your conduct, behaviour or health is such as to be a breach of this requirement, or your behaviour, health or conduct is likely to endanger your own

health or safety or that of any other passenger or crew or may make you likely to be refused permission to go ashore at any port or may make us

liable for the costs of any medical treatment and/or maintenance and support and/or repatriation, then we and our third party Cruise suppliers

and/or the Cruise Ship's Master shall have the right to take any one or more of the following measures as may appear to be reasonable and

appropriate in the particular circumstances:

1. Refuse to embark or to disembark you at any port or other place of call

2. Disembark you

3. Transfer you to another berth

4. Confine you to a particular stateroom or to the Cruise Ship's medical centre

5. Through the Cruise Ship's doctor and/or his staff, administer any drug, medicine or other substance of a similar nature, or admit and/or confine

you to a hospital or any similar institution at any port as the Cruise Ship's doctor may consider necessary

(ii) In the event of any action taken pursuant to Section C3 (at our and our third party Cruise supplier's discretion), neither you nor any other person

travelling with you (whether or not under the same booking) shall be entitled to make a claim against us for any loss or expense incurred as a result

of such action, whether for a full or partial refund of the price or for any other form of compensation or for the cost of returning to the UK or to any

other place or for any other form of loss or expense whatsoever. Where you are repatriated pursuant to Section C3 at our expense, we reserve the

right to recover our costs.

C4. Our Liability To You

(i) We limit our liability, where applicable, by the Conventions referred to in this Section and by the terms detailed in Section A9.

(ii) All carriage (by land, air and sea) is subject to the terms and conditions of carriage of the actual carrier (which may be our third party Cruise supplier or their sub-contractor). Such terms may limit or exclude liability, are expressly incorporated into these booking conditions and also form the terms and conditions of separate contracts between you and the particular carrier as contained in the carrier's ticket, which is provided to you before your scheduled departure date. You can obtain copies of the relevant terms and conditions if you ask us.

(iii) Carriage of passengers (and their luggage) by sea is governed by the Athens Convention. You can obtain copies of this convention if you ask us.

The Athens Convention is expressly incorporated into these booking conditions and our liability for death or personal injury or for loss of or damage to luggage arising out of carriage by sea shall be determined accordingly. In most cases, the Athens Convention limits the carrier's liability for death or personal injury or loss of or damage to luggage and makes special provision for valuables. It presumes that luggage has been delivered to you, undamaged, unless you give us (or the Cruise operator) written notice:

- a) In the case of apparent damage, before or at the time of disembarkation or redelivery of luggage
- b) In the case of damage which is not apparent or of loss, within 15 days from the date of disembarkation or redelivery or from the time when such redelivery should have taken place

Any damages payable by us up to the Athens Convention limits shall be reduced in proportion to any contributory negligence by you and by the maximum amount deductible as specified in Article 8 (4) of the Athens Convention.

(iv) Notwithstanding that the Cruise is performed on a Cruise Ship not owned by us, it is agreed that we shall at all times, nevertheless, be deemed a ship owner for the purposes of the Convention on Limitation of Liability for Maritime Claims 1976 (as amended by the Protocol of 1996 or otherwise and as in force in any relevant jurisdiction from time to time), and so are entitled to limit our liability under its terms.

C5. At The Cruise Terminal – Advance Registration and Check-in

To comply with Government and security requirements, Cruise Ship operators will require you to register your details with them in advance of travel

and may also ask you to complete an online check-in process. We will include details of advance registration and online check-in procedures (as

applicable to each Cruise operator) on your confirmation invoice or with your tickets, where known, but it is your responsibility to check the relevant

Cruise operator's registration and check-in process. Failure to submit the requested information accurately and in full may result in delays at the

Cruise terminal and you may be denied boarding onto the Cruise Ship. We accept no responsibility for such consequences. Please also note carefully

information regarding embarkation times and departure times of your Cruise Ship. You are advised to be on board the ship a minimum of 2 hours

before the departure time (in some cases, 1 hour before departure time is permitted at ports of call, but check with the Cruise operator first). If you

do not arrive to embark on time at any port or place then we shall have no liability in respect of the consequences. In respect of Cruises, the Cruise

operators shall not be obliged to delay or deviate from the intended itinerary and you must bear any and all costs arising as a result. Costs

associated with transportation to rejoin the Cruise Ship, such as (but not limited to) government fees, visa fees, subsistence, lodging, air fares, launch

fares, car hire or agency fees shall be borne by you.

C6. Gratuities and Service Charges

Cruise operators' policies regarding on-board gratuities and/or service charges for the services provided by their staff vary. Most Cruise operators

apply one or more of the following policies:

1. Gratuities or Service Charges may be left to your discretion
2. A daily charge may be automatically added to your on-board account, which can be removed on request
3. A charge may be included in the price of our Cruise Packages, which you pay in advance of travel. Where this

applies, it may be possible to ask for

the charge to be removed and added to your on board ship account

4. Some Cruise operators may apply a compulsory daily service charge to your on board account, but do not expect you to tip at all during the Cruise.

Whichever scheme the Cruise operator uses, you will be required to abide by their gratuity/service charge policy and must settle your account in full

before disembarking the ship at the end of your Cruise. Where we are made aware of a Cruise operator's policy on gratuities or service charges,

details will be provided either at the time of booking, on our invoices or with the Cruise operator's tickets.

C7. Contagious Or Infectious Diseases Affecting Your Cruise

At any port or place the Cruise operator may refuse to embark or may disembark any customer who, in the opinion of the Master, ship's medical

personnel or other authorised ship's officer, might be excluded from landing at destination by Immigration or other Governmental Authorities or

who may be suffering from contagious or infectious disease or whose presence, in the opinion of the Master, may be detrimental to the comfort or

safety of other customers or the crew. In such cases, you shall not be entitled to any refund of the Package cost or compensation of any kind.

Additionally, we will have no liability for any costs or expenses they incur as a result. In cases of quarantine of the ship involving your detention, you

must bear all risk and expense thereby caused and will be charged for food and accommodation during the period of detention, payable day by day, if

maintained on board the ship, and for all other quarantine fees and expenses assessed or incurred by you.

D. ALL BOOKINGS

Before you book, please discuss your choice of destination, accommodation and transport with our Travel Consultants to make sure it will be suitable

for you and the people you will be travelling with. Some travel and accommodation arrangements are only available on a request basis and where

this is the case, you will be advised at the time you make your enquiry and details of the arrangements on request will be shown on any documentation we issue. Any arrangements that we advise you are on request, are not confirmed or guaranteed and are subject to change until we receive confirmation from our supplier.

D1. Your Holiday Booking

The person who signs the booking form or completes the booking by telephone is the 'lead name'. He or she must be 18 years of age or over and is responsible for payment of the total booking price, including any insurance premiums and subsequent cancellation or amendment charges that may be payable. He or she also agrees to provide accurate and full information to the remainder of the travelling party in relation to the booking, including any changes thereto and confirms that all the other members of the party, including any that may be added at a later date, agree to be bound by these conditions, and all other information in our brochures and on our website (as applicable). For all bookings as described in Section A, B and/or Section C above, a contract will exist between you and us when we issue a confirmation invoice/receipt/e-mail.

D2. Payment Terms

If your booking is made more than 10 weeks before the intended departure date, you must pay either:

- (i) the full fare (depending on the carrier's conditions for the travel arrangements in question), or
- (ii) a deposit as required by us and/or the supplier of the services for the arrangements in question, the amount of which will be advised at the time of booking. You will be advised at the time of booking what payment is required for your particular arrangements. The balance of the cost of your travel arrangements must be paid by 10 weeks before the departure date. If your booking is made within 10 weeks of your intended departure date, the total cost of your travel arrangements must be paid at the time of booking.

Credit Cards: We accept Barclaycard/Visa, Access/Mastercard and American Express. Clients choosing to use

this method of payment will be subject
to a credit card handling fee, which will be advised at the time of booking.

PLEASE NOTE THAT FAILURE TO PAY ON TIME WILL RESULT IN CANCELLATION.

D3. Special Requests

If you have a special request for anything that is not automatically part of the travel arrangements you book through us, please advise us when you book and we will pass this information on to the companies we work with. Our note of your request on your invoice/receipt confirms we have received it and does not guarantee that we, or the relevant supplier, can meet your request. Where possible they will try to help you, but we cannot guarantee any request unless it is noted on your invoice/receipt and we also confirm the request separately in writing. We must emphasise that verbal confirmations of special requests cannot be taken as a guarantee that they will be met (for example, special meal types on flights).

D4. Insurance

You must take out adequate travel insurance suitable for your needs before you travel. We cannot be responsible for any costs you incur as a result of you failing to do so. For your own peace of mind, the insurance should cover you if you have to cancel your arrangements or for any emergencies, such as illness or injury, that arise while you are away.

D5. Excursions

Excursions include (but are not restricted to) any sightseeing trips, concerts, events or other tours attended in resort for which additional payment is required. Excursions can be booked and/or paid for in resort ('Overseas Booked Excursions') or pre-booked and paid for when you book your Holiday ('Pre-booked Excursions'). All excursions are supplied by third party suppliers and are subject to the clause D10. We accept, subject to clauses A9 and D10 entitled 'Suppliers' Conditions' and 'Our Liability To You', responsibility for Pre-booked Excursions. However, Overseas Booked Excursions do

not form part of your Package and are not governed by the Package Travel, Package Holiday and Package Tours Regulations 1992. We do not have any responsibility or liability, whatsoever, for anything which may go wrong on an Overseas Booked Excursion. We, our servants, employees or agents are acting, depending upon the actual Overseas Booked Excursion, either as agents for the relevant Overseas Booked Excursion supplier or as an agent for you. In any event, the contract for any Resort Booked Excursion is between you and the Overseas Booked Excursion provider. It is your responsibility to note carefully any conditions of contract contained in any Overseas Booked Excursion, literature, ticket or receipt you are given. For Overseas Booked Excursions, you may be subject to the laws of the country in which you take your excursion and may be required to bring any disputes or claims before the courts of that country also.

D6. Changes You Make Before Travel

If you want to change the arrangements you have booked in any way, we will try to help you, although we cannot guarantee that we will always be able to do this as changes are subject to availability at the time and to the transport providers terms and conditions. Please note that, typically, changes to scheduled flight tickets and train tickets are very restrictive. Certain travel arrangements may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% for that part of the arrangement. For example, some of the transport providers we use do not permit name changes for any reason. Such changes are likely to result in your being charged the full cost of the service and may be subject to space being available for a new reservation. In addition, you will have to pay any extra costs the carrier may pass on to us. See the Exception in the section 'Cancellation By You' below. Where we can make a change, we will charge for any additional services, facilities or other items changed, at the price that applies on the day the change is made. In addition, we will also apply

administration charges of £25 for each person on the booking and for each item you want to change. Any booking discount you may have received at the time the original booking was made may be altered or reduced whenever changes are made. If any booked person is prevented from travelling for reasons beyond your control and not simply from a change of mind, we will agree to that person's booking being transferred to another person who satisfies all the conditions applicable to the Package, subject to both persons accepting joint and several liability for full payment of the Package price and our charge for confirming the transfer and any additional costs arising from the transfer. We must be given reasonable notice of the transfer request – at least 14 days prior to departure.

D7. Cancellation By You

The 'lead name' on the booking must give notice to cancel in writing and the charges shown below apply from the date we receive the notice at our offices or the travel agent activates the cancellation. In order to cover our expected losses from the cancellation of the booking, there is a set scale of charges that must be paid by you if you or anyone travelling with you cancels. Also note the 'Exception' described below, which may apply in addition to the scale of charges.

Cancellation Charges

More than 70 days = loss of deposit

70-57 days = 30% cost of holiday (or loss of deposit if greater)

56-43 days = 50% cost of holiday

42-22 days = 70% cost of holiday

21-10 days = 90% cost of holiday

9 days or fewer = 100% cost of holiday

If any member of the booking cancels and you cannot fill that person's place, you may have to pay additional

supplements for your accommodation.

For example, you may have to pay single or under-occupancy supplements. If you do cancel, you must still pay any insurance premiums and

amendment charges that arose before the cancellation and any deposits paid for any pre-booked items or services. 'Exception' Cancellation of certain

transport arrangements, typically scheduled airline and train tickets can result in up to 100% cancellation charges, regardless of the notice period

given to us. We reserve the right to pass on these charges, which will apply to the transport element of your booking and the cancellation charges in

the scale above will apply to the other elements of your booking (e.g. accommodation, optional extras).

Similarly, name changes (including initial

changes), destination and date changes can be treated by such suppliers as a cancellation and re-booking, regardless of the period of notice given to

us. If the supplier treats the change as a cancellation and re-booking, we will pass on to you the cost imposed by the supplier, which could be up to

100% of the transport element of your booking and you must also pay the charge listed in the section 'Changes You Make Before Travel' above. Also

note that the transport provider may refuse to issue replacement tickets for lost or stolen tickets and new tickets may have to be purchased by you.

The cost of the new ticket may be greater than the cost of the original ticket. The above cancellation charges may vary to reflect the terms and

conditions of our suppliers and deposits may be non-refundable for cancellations of all holidays occurring over the following periods – Christmas,

New Year, Easter and other school holidays.

D8. Suppliers' Conditions

Our third party suppliers have their own booking conditions and conditions of carriage, and you will be bound by these, so far as the relevant

supplier is concerned. Our suppliers' conditions will also apply to your contract with us, and in the event of any conflict between the suppliers'

conditions and our conditions, the suppliers' conditions will prevail, save to the extent that any term in the suppliers' conditions is deemed to be invalid or unenforceable, in which event our conditions will prevail. Some of our suppliers' conditions may limit or exclude liability on the part of the relevant supplier and, by virtue of their application to your contract with us, may also limit or exclude our liability to you, and they are often subject to international conventions. Where relevant, copies of such conditions may be available for inspection at the office of the relevant supplier.

D9. Airline Collapse

In the unlikely event that the airline with which you are travelling ceases to trade whilst you are abroad, you must contact us at the earliest opportunity to allow us to seek to find you an alternative return flight. If you have provided us with your contact details for when you are abroad, this may further assist us in contacting you. We shall not be liable for any costs you incur in making your own return flight arrangements if you have not given us the opportunity to arrange an alternative flight home for you. In making alternative return flight arrangements for you we will take the approach of 'like for like'. What this means is that if your flight is an economy seat, we will arrange an economy return alternative and if this is not available immediately, you will be responsible for the cost of remaining abroad until it is or, if you wish to upgrade to an immediately available business or first class seat, you will have to pay the difference between the economy seat and the upgraded seat. If your flight seat is business or first class, we will endeavour to find an immediately available business or first class alternative. Our priority, however, will be to book your return flights as soon as possible and, therefore, if the earliest return flight is in a lower class than that which you booked, that return flight is what we will arrange for you and that will be the extent of our obligation to you.

D10. International Conventions

If any international convention applies to or governs any of the services or facilities arranged or provided by us, or provided by any of our suppliers, and you make a claim against us of any nature arising out of death, injury, loss or damage suffered during or as a result of the provision of those services or facilities, our liability to pay you compensation and/or the amount (if any) of compensation payable to you by us will be limited in accordance with and/or in an identical manner to that provided for by the international convention concerned (in each case including in respect of the conditions of liability, the time for bringing any claim and the type and amount of any damages that can be awarded). International Conventions which may apply include: in respect of international air travel, the Warsaw Convention 1929 (including as amended by the Hague Protocol of 1955 and by any of the additional Montreal Protocol of 1975 or the Montreal Convention 1999); in respect of rail travel, the COTIF Convention concerning international carriage by rail 1980 (as amended); in respect of carriage by sea, the Athens Convention 1974; in respect of carriage by road, the Geneva Convention 1973; and, in respect of hotels, the Paris Convention 1962. For the avoidance of doubt, this means that we are to be regarded as having all benefit of any limitations of compensation contained in any of these conventions or any other international conventions applicable to your travel arrangements.

D11. Baggage

The amount of compensation we will pay for any loss or damage to luggage is limited in accordance with the conventions listed in the above section.

For claims for missing or damaged baggage, you must follow the rules on the back of your ticket or contained within the carrier's conditions of carriage. Please note time limits apply within which to notify us or the carrier and make a claim. We will not accept liability for high-value items which you should insure for the appropriate amount.

D12. Flight and Other Travel Timings

Flight timings are provided by airlines and are subject to Air Traffic Control restrictions. All means of transportation are subject to weather conditions and the need for constant maintenance and the ability of passengers to check-in on time. There is no guarantee that transport will depart at the times stated on any itinerary or tickets which you receive. All timings are estimates only and we do not have any liability to you for any delay that may arise, or for any schedule alterations.

D13. Denied Boarding

Where a flight ticket is downgraded or a flight cancelled, delayed, or boarding is denied by any carrier in circumstances which would entitle you to compensation under the Denied Boarding Regulations 2004, then you are obliged to claim the appropriate sums pursuant to those regulations from the carrier. Any sums received by you in this respect constitute the full amount of your entitlement to compensation for all matters flowing from the carrier's actions and which fall within the scope of the Denied Boarding Regulations. If, for any reason, you do not claim against the carrier and make a claim for compensation from us, you must, at the time of payment of any compensation to you, make a complete assignment to us of the rights you have against the carrier in relation to the claim that gives rise to that compensation payment.

D14. If You Have A Complaint

We aim to provide the best holiday possible. However, if you are not satisfied please complain as soon as possible to the relevant person (for example, the accommodation management or transport supplier). If they cannot help, you must tell your holiday representative or our local agent and we will do everything reasonably possible to sort the problem out. If this does not solve the problem, please telephone us on +44 1244 897 000, reversing the costs of the call, or call our 24-hour helpline as detailed in your itinerary. In the unlikely event that matters cannot be resolved to your

satisfaction in the resort, please notify the Client Services Department in writing within 28 days of your return. If you have special needs that prevent you from writing to us then, where possible, we will accept details of your complaint over the telephone. For complaints arising from Scheduled Airlines, we will act as a liaison between you and the airline to try to assist in resolving the problem. If we cannot help and you wish to take matters further, you must contact the Airline directly. The address to send your letter to is: Client Services Department, Elegant Resorts Ltd, Elegant House, Sandpiper Way, Chester Business Park, Chester, CH4 9QE. We would point out that failure to follow the above procedures during your holiday, and/or failure to complain within 28 days of your return, may reduce or extinguish any rights you have to claim compensation from us or from any relevant supplier. Any such rights will be reduced or extinguished if, had you followed the above procedures during your holiday, you or we could have taken steps to reduce any loss or damage suffered or entirely prevented it from being suffered. It is difficult (and sometimes impossible) to properly investigate a complaint if we are not told about it reasonably quickly once the holiday is over. Your right to claim compensation may also be reduced or extinguished should any delay in your complaint being notified during or after your holiday prevent us from carrying out a proper investigation.

We aim to resolve all complaints ourselves, but if this is not possible, your complaint can be considered under a scheme devised by ABTA and administered by CEDR Solve. We will give you details of this scheme if you ask. The scheme does not apply to claims over £25,000 in total or more than £5,000 a person, or to claims mainly about illness or injury. To take advantage of the scheme, you must contact CEDR Solve within 18 months of returning from your holiday.

D15. Travel Documents and Health Advice

It is your responsibility to have valid travel documents. If we (or your carrier) are fined as a result of you holding

incorrect documents, you will have

to pay us the full amount. For up-to-date UK government health and travel advice, please visit www.gov.uk/fco
www.hpa.org.uk and

www.nathnac.org and also contact your GP. See our Holiday Information pages for further information.

D16. Information Accuracy

We publish brochure and website information many months in advance and, as far as we know, all information is correct at the time of publication.

However, things may still change after publication and we check regularly to see if we need to update or correct any information or prices. If there

are any significant information changes or we find any mistakes, we will put details on our computer reservation system (or website) or you will

receive the latest information when you make your booking. Activities and things to do in the local area, such as (but not limited to) water sports,

water parks and local bus/taxi services, are normally managed by independent local operators who are not our suppliers and we have no control

over their availability or prices. Descriptions of accommodation, facilities, itineraries and services we provide are based on information obtained

from our suppliers. Sometimes the facilities described will be withdrawn for reasons such as maintenance, bad weather or lack of demand from

guests. Where our suppliers advise us about significant changes to descriptions or about the withdrawal of any significant facility, we will tell you as

soon as possible. Some activities or facilities (water sports, for example) may not be available all year round.

There may be a charge for some

facilities. In some places during high season (and even at other times), there is a possibility you will be disturbed by noise from less considerate

groups, so please bear this in mind when choosing your destination and accommodation. Any transfer times we quote for travel between the airport

and resort are approximate and, depending on circumstances, the journey time to your own chosen property may be longer.

D17. Data Protection

By making a booking with us, you agree we may use and disclose the information you provide for the following purposes: to enable us to process your booking (which will include passing your information to third party suppliers, such as hoteliers and airlines, and may involve sending your information to countries that do not have an equal level of privacy legislation to that in the UK); for improving customer service; for the detection and prevention of fraud or other crime (which may include providing your information to organisations such as banks and credit card companies); for compliance with legal requirements (which will include passing your information to public authorities such as customs and immigration) and for marketing contact by means of post or telephone to provide you with offers, products and services. Telephone calls to/from ourselves may be recorded for training and quality purposes and for preventing/detecting crime. If you have specified that we contact you via e-mail, we will communicate with you using the e-mail address you have provided to supply you with your travel documentation. We are entitled to assume that the e-mail address you have provided is correct and that you understand and accept the risks associated with using this form of communication. Please note that you may still need to contact us by post or via one of our Travel Consultants, as required by our Booking Conditions. If you wish to access a copy of any personal data we hold on you, please write to: The Managing Director, Elegant Resorts, Elegant House, Sandpiper Way, Chester Business Park, Chester, CH4 9QE. If you wish to opt out of receiving marketing communications from us, please advise one of our Travel Consultants or make the appropriate opt out choices on our website.

D18. Your Responsibility

We want all our clients to have an enjoyable, carefree holiday, but you must remember that you are responsible for your actions and the effect they

may have on others. If we, or another person in authority, believe your actions could upset, annoy or disturb other clients, our suppliers or our own staff, or put them in any risk or danger, damage property or you are unfit to travel, we may end your holiday and terminate your contract. You and your travelling party will be prevented from using your booked accommodation, transport, and any other travel arrangements forming part of your booking and we will not be liable for any refund, compensation or any other costs you have to pay. Alternatively, at our discretion, you may be permitted to continue with your holiday but may have additional terms of carriage imposed upon you. We cannot accept liability for the behaviour of others in your accommodation or flight, or for any facilities/services withdrawn as a result of their action.

D19. Your Financial Protection

The flight-inclusive Package Holidays provided by us are financially protected by the ATOL scheme, since we hold an ATOL licence granted by the Civil Aviation Authority. Our ATOL number is 2885. When you buy a flight-inclusive Package Holiday from us, you will receive an ATOL Certificate.

This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. We, or the

suppliers identified on your ATOL Certificate, will provide you with the travel services listed on the ATOL Certificate (or a suitable alternative). In

some cases, where neither we nor the supplier are able to do so reasons of insolvency, an alternative ATOL holder may provide you with the services

you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances, the alternative ATOL holder will

perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder.

However, you also agree that, in some cases, it may not be possible for the CAA to appoint an alternative ATOL holder, in which case you will be

entitled to make a claim under the ATOL Scheme (or against your credit card issuer, where applicable). Where

you book with us via an agent,

payments you make to that agent will be held by the agent on behalf of and for the benefit of the Trustees of Air Travel Trust at all times, but subject

to the agent's obligation to pass on such payment to us for so long as we do not fail. In the unlikely event of our failure, any of your payments held at

that time by the agent or any payment subsequently accepted from you by the agent, is and continues to be held by the agent on behalf of and for the

benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us. If we, or the suppliers identified on your ATOL

Certificate are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of

insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return

for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the nonprovision

of the services, including any claim against us, the travel agent (or your credit card issuer, where applicable). You also agree that any such

claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme. Where you book

accommodation only, we provide security by way of a bond held by ABTA. Our ABTA number is V1712.

Elegant Resorts Ltd, Elegant House, Sandpiper

Way, Chester Business Park, Chester, CH4 9QE. Registered in England No. 2100913. Elegant Resorts is part of Al Tayyar Group.