



Frontiers International Limited

Kennet Cottage, Kempford, Cirencester, Gloucestershire, GL7 4EQ Tel: 0845 299 6212 Fax: 01285 700 322

Booking Terms and Conditions

1. Frontiers International Limited

- 1.1 These terms and conditions will govern bookings made with Frontiers International Ltd whose registered office is at Frontiers International Ltd, Kennet Cottage, Kempford, Gloucestershire GL7 4EQ ("the Company").
- 1.2 Although, in the vast majority of cases the Company acts as an agent for operators and suppliers providing your services but in certain limited circumstances the Company will regard itself as an organiser for the purposes of the Package Travel, Package Holidays and Package Tours Regulations 1992 ("the Regulations"). You will be advised of the capacity in which we are acting at the time of booking and this will be made clear on your confirmation invoice. Our obligations to you will vary depending on whether we're acting as an agent or Organiser of a package holiday. We have tried to set them out below as clearly as possible. These booking conditions consist of section A which contains the conditions which will apply to all bookings, Section B which apply to agency bookings and section C containing the conditions which apply to package holiday bookings.
- 1.3 The "Customer" will be any individual who makes a direct booking with the Company (and all members of his/her party), or any individual for whom a "Package" is booked with the Company (see below).
- 1.4 For all bookings, by making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that:-
- He/she has read these terms and conditions and has the authority to and does agree to be bound by them;
 - He/she consents to our use of information in accordance with our Privacy Policy;
 - He/she is over 18 years of age and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services.

SECTION A: ALL BOOKINGS

1. Making a Booking

1.1 To request a booking, the Customer should contact Frontiers International Ltd at Kennet Cottage, Kempford, Gloucestershire GL7 4EQ or at info@frontiersrvl.co.uk.

1.2 If the Customer has any special needs (e.g. a disability) or any special requests (e.g. particular dietary requirements), these should be detailed in the special needs questionnaire in the Customer's online Portfolio Account which the Customer can access by logging in. The Company will endeavour to arrange for such special needs and requests to be met, but cannot guarantee that they will be. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. We do not accept bookings that are conditional upon any special request being met.

1.3 The Company reserves the right to refuse any booking without having to disclose its reasons for so doing.

1.4 All payments will be made into the merchant account of our associated US company Fish & Game Frontiers Inc., details of which can be found on your Payment Options Form. This does not affect your booking with us in any way or the application of any of these terms and conditions.

2. Brochure Accuracy

2.1 All efforts are taken to ensure that the details and prices set out in brochures and literature are correct at the time of going to press. However, changes and errors can occur and the Company reserves the right to make such changes, in which case the Company will notify intending Customers before confirming their booking.

3. Passports and visas requirements

3.1 The company shall make every effort to inform the Customer of visa requirements but the Customer should note that such requirements are subject to change and should check current requirements before departure at <http://www.uk.cibt.com/frontiers>.

3.2 It is the Customer's responsibility to ensure that he/she complies with all relevant requirements and takes with him/her all documents likely to be required during his/her holiday. The Company will not be liable to the Customer if he/she fails to do so and the Customer will be obliged to reimburse the

Company for any expense it incurs as a result of such failure on the Customer's part.

3.3 The Customer's attention is drawn to the fact that the special nature of some of the holidays bookable through the Company is such that the Customer may encounter hazards and dangers which might not occur during more usual holiday arrangements. This is due to the particular nature of some of the holidays, for example the proximity of wild animals and the remoteness of certain areas. The Customer acknowledges this fact and confirms that he/she has voluntarily chosen to make a booking and proceed with it notwithstanding those hazards and dangers.

3.4 Due to the special nature of some of the holidays bookable through the Company, the Company reserves the right, in its sole and absolute discretion, to require the Customer at his/her own expense to provide the Company with a medical certificate or other documentation obtained from a medical practitioner confirming that, in the medical practitioner's belief, the Customer is sufficiently fit and healthy to undertake the holiday booked. It is, though, the Customer's responsibility to take all appropriate medical advice prior to departure as to whether or not he/she is fit enough to undertake the holiday booked.

4. Variation of the booking conditions

4.1 These terms and conditions may not be altered by any employee, representative or agent of the Company unless authorised in writing by a director of the Company

5. Law and jurisdiction

5.1 The Customer's booking with the Company and any matters arising from it will be governed by and construed in accordance with English Law and is subject to the jurisdiction of the Courts of England and Wales.

SECTION B: AGENCY TERMS & CONDITIONS

Where your confirmation invoice states that we're acting as an agent, this Section B, of our terms and conditions shall apply to your booking, in addition to Section A. In this case, we, Frontiers International Ltd, act only as an agent in respect of all bookings we take and/or make on your behalf. We accept no liability in relation to any contract you enter into or for any services or arrangements you purchase ("arrangements") or for the acts or omissions of any supplier(s) or other person(s) or party(ies) connected with any arrangements. For all arrangements, your contract will be with the supplier of the arrangements in question (the 'supplier(s)'). When making your booking we will arrange for you to enter into a contract with the applicable supplier(s) of the arrangements. Your booking with us is subject to these Agency Terms and Conditions and the specific booking conditions of the relevant supplier(s) you contract with and you are advised to read both carefully prior to booking. The supplier's terms and conditions may limit and/or exclude the supplier's liability to you. Copies of applicable conditions are available on request from us.

You may decide to make one or more bookings with us at the same time. The price charged in total for more than one booking will always equal the prices charged separately for each individual booking. All arrangements are available to be purchased separately at the same price as they are when more than one booking is made. This means that any multiple bookings do not constitute a package as defined in the Package Travel, Package Holidays and Package Tours Regulations 1992 or the Civil Aviation (Air Travel Organisers' Licensing) Regulations 2012.

1. Booking & Payment

In order to confirm your chosen arrangements, you must pay a deposit as required by the supplier of the arrangements in question (or full payment if requested at the time of booking). Your booking is confirmed and a contract between you and the supplier will exist when we send you a confirmation invoice on their behalf.

Please check your confirmation invoice carefully and report any incorrect or incomplete information

to us immediately. Please ensure that names are exactly as stated in the relevant passport. As we act only as booking agent, we have no responsibility for any errors in any documentation except where an error is made by us.

If you have paid a deposit, you must pay the full balance by the balance due date notified to you. If full payment is not received by the balance due date, we will notify the supplier who may cancel your booking and charge the cancellation fees set out in their booking conditions.

Except where otherwise advised or stated in the booking conditions of the supplier concerned, all monies you pay to us for arrangements will be held on behalf of the supplier(s) concerned.

2. Changes and Cancellations by you

Any cancellation or amendment request must be sent to us in writing, by email, fax or post, and will take effect on the day we receive it. Proof of posting is not proof of receipt, therefore you are advised to also confirm all changes with us by telephone. Please ensure that you have received written confirmation of any changes to your booking prior to travel. Whilst we will try to assist, we cannot guarantee that such requests will be met. Amendments and cancellations can only be accepted in accordance with the terms and conditions of the supplier of your arrangements. The supplier may charge the cancellation or amendment charges shown in their booking conditions (which may be as much as 100% of the cost of the travel arrangements and will normally increase closer to the date of departure). In addition we reserve the right to charge you an administration fee of £250, per person being a genuine reflection of the cost to Frontiers of your cancelling your booking. You will be notified of the exact charges at the time of amendment or cancellation.

3. Changes and Cancellations by the Supplier

We will inform you as soon as reasonably possible if the supplier needs to make a significant change to your confirmed arrangements or to cancel them. We will also liaise between you and the supplier in relation to any alternative arrangements offered by the supplier but we will have no further liability to you.

4. Our responsibility for your booking

Your contract is with the supplier and its booking conditions apply. As agent, we accept no responsibility for the actual provision of the arrangements. Our responsibilities are limited to making the booking in accordance with your instructions. We accept no responsibility for any information about the arrangements that we pass on to you in good faith. However, in the event that we are found liable to you on any basis whatsoever, our maximum liability to you is limited to twice the cost of your booking (or the appropriate proportion of this if not everyone on the booking is affected). We do not exclude or limit any liability for death or personal injury that arises as a result of our negligence or that of any of our employees whilst acting in the course of their employment.

5. Complaints

If you have a problem whilst on holiday, this must be reported to the supplier or their agent immediately to enable them to deal with your complaint at the time. If you fail to follow this procedure there will be less opportunity for the supplier to investigate and rectify your complaint. The amount of compensation you may be entitled to may therefore be reduced or extinguished as a result.

If you wish to complain about your holiday when you return home, write to Frontiers. Because the contract for your arrangements is between you and the supplier, we can't accept any liability for any complaints you might have, however we are prepared to liaise between you and the supplier in order to try and resolve your complaint. We will not however be able to make any refunds or compensations without the supplier's authorisation and we shall act only as an intermediary.

If you have any complaints which relates directly to our conduct, including relating to your booking

our customer service, please contact us directly for assistance.

6. Accommodation Ratings and Standards

All ratings are as provided by the relevant supplier. These are intended to give a guide to the services and facilities you should expect from your accommodation. Standards and ratings may vary between countries, as well as between suppliers. We cannot guarantee the accuracy of any ratings given.

7. Documentation & Information

All descriptions and content on our website or otherwise issued by us is done so on behalf of the supplier(s) in question are intended to present a general idea of the services provided by the supplier(s) in question. Not all details of the relevant services can be included on our website. All services shown are subject to availability. If you require any further details, in respect of any accommodation or any other services please contact us.

8. Prices We reserve the right to amend advertised prices at any time. We also reserve the right to correct errors in both advertised and confirmed prices. **Special note: changes and errors sometimes occur. You must check the price of your chosen arrangements at the time of booking.**

9. Insurance

You are strongly recommended to take out personal travel insurance for all members of your party. Some suppliers require that you do so. It is your responsibility to ensure that the insurance you purchase is adequate and appropriate for your particular needs. Please read your policy details on receipt and take them with you on holiday.

SECTION C: PACKAGE HOLIDAY BOOKINGS

Where you purchase a Frontiers Package Holiday from us, i.e. where we are the Organiser of this package, this Section C, of our terms and conditions shall apply to your booking, in addition to Section A. Please note that where we are not the Organiser of the Package Holiday, we are only acting as an agent in the sale – see Section B. Please check your letter of confirmation to see whether you are booking a Frontiers Package Holiday where we are the Organiser.

Definition of a Package Holiday: A package exists if you book a pre-arranged combination of at least two of the following components when sold or offered for sale at an inclusive price and when the service covers a period of more than twenty-four hours or includes overnight accommodation: (a) transport; (b) accommodation; (c) other tourist services not ancillary to transport or accommodation and accounting for a significant proportion of the package.

A Frontiers Package Holiday exists where we organise and arrange the elements making up your Package Holiday and sell this to you at an inclusive price, which we have decided. In this case, we are an Organiser and we will accept responsibility for it in accordance with these Booking Conditions as an "Organiser" under the Package Travel, Package Holidays and Package Tours Regulations 1992.

1. Booking and Paying For Your Arrangements

A booking is made with us when a) you tell us that you would like to accept our written quotation as outlined in your Letter of Confirmation; and b) you pay us a deposit (or full payment if requested at the time of booking); and c) we issue you with a Payment Receipt. Please note that our Letter of Confirmation simply outlines your chosen arrangements and is not confirmation that your booking has been made and a contract has been formed. A binding contract will only come into existence between you and us as soon as we have issued you with a Payment Receipt that will confirm the details of your booking and payment made and will be sent to you or your travel agent. If your confirmed Frontiers Package Holiday includes a flight, we (or if you booked via an authorised agent of ours, that agent) will also issue you with an ATOL Certificate where applicable. Upon receipt, if you believe that any details on the ATOL Certificate or confirmation invoice or any other document are wrong you must advise us immediately as changes can not be made later and it may harm your rights if we are not notified of any inaccuracies in any document within ten days of our sending it out (five days for tickets).

The balance of the cost of your arrangements (including any applicable surcharge) is due no later than the balance due date stated on the confirmation invoice. If the balance is not received by that date the Company may treat the Customer's booking as cancelled, in which case the Customer will forfeit his/her deposit, or such part of it as the Company in its absolute discretion may decide and the cancellation charges set out in clause 3 below will become payable.

2. Prices

The price of your travel arrangements has been calculated by the suppliers providing the travel arrangements and in accordance with the currency of the country in which your arrangements are being provided. You will however be

given the option to pay for your arrangements in your local currency if you wish.

We reserve the right to amend the price of unsold holidays at any time and correct errors in the prices of confirmed holidays.

The price of your confirmed holiday is subject at all times to variations in:

- (i) transportation costs, including the cost of fuel; or
- (ii) dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports; or
- (iii) the exchange rates used to calculate your arrangements; Such variations could include but are not limited to airline cost changes which are part of our contracts with airlines (and their agents), cruise ship operators and any other transport providers.

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 and/or additional services or travel arrangements. 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 confirmed travel arrangements (excluding any insurance premiums, amendment charges and/or additional services or 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 to us, except for any insurance premiums and any amendment charges and/or additional services or travel arrangements. 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 confirmed holiday cost, then any refund due will be paid to you. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

There will be no change made to the price of your confirmed holiday within 30 days of your departure nor will refunds be paid during this period.

3. Cancellation by the Customer

Any cancellation by the Customer must be notified in writing to the Company at Frontiers International Ltd, Kennet Cottage, Kempsford, Gloucestershire GL7 4EQ or by Email to info@frontierstrvl.co.uk. It will become effective when received by the Company. Since we incur costs in cancelling your arrangements, all payments you make to us are non-refundable and we are not able to refund any payments made by you as at the date of cancellation in the event you cancel your booking.

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

If the Customer fails to present him/herself at the place of departure at the appointed time the Company shall be entitled to treat his/her reservation as cancelled without having given the Company any notice and the cancellation charges set out above will apply.

If a Customer reinstates a cancelled booking, this will generally be treated as a new booking and shall at all times be subject to availability.

4. Cancellation by the Company

The Company reserves the right to cancel the Customer's booking and levy the cancellation charges set out in paragraph below if the Customer fails to pay any sum payable in connection with the holiday when it falls due or if the Customer behaves in an improper manner (see paragraph 14 below).

In the unlikely event that the Company has to cancel a Customer's booking in any other circumstance before departure, the Customer will be offered the choice of accepting alternative available arrangements or receiving a full refund, although refunds will not be made in respect of other overseas arrangements cancelled for reasons beyond the Company's control. If the Customer accepts alternative arrangements, which are more expensive than those originally booked, he/she must pay the excess. However, if the alternative arrangements are cheaper, the Company will refund the difference in price to the Customer.

Furthermore, unless a cancellation is caused by the Customer's fault, "force majeure" or "low bookings" (see below) the Company will also pay the Customer the following compensation:-

Period before commencement when cancellation notified	Compensation per person (excluding infants)
More than 60 days	Nil

43-60 days	£15
29-42 days	£25
15-28 days	£40
0-14 days	£50

"Force majeure" means unusual and unforeseeable circumstances beyond the Company's control, the consequences of which neither the Company nor its suppliers could avoid, for example war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, fire, flood, adverse weather conditions or similar. It will be for the Company to decide in its sole and absolute discretion whether a particular circumstance or event amounts to force majeure.

"Low bookings" means that an insufficient number of persons has booked the arrangements to make their operation financially viable in the advertised form. The Company will never cancel a Package less than 6 weeks before departure because of low bookings unless advance notice of such a possibility is given in writing to the Customer on booking.

The above sets out the maximum extent of our liability for changes and cancellations and we regret we cannot meet any expenses or losses you may incur as a result of change or cancellation. Please note: where accommodation with a higher price than the original accommodation is offered by us and accepted by you, the difference in price will be deducted from any compensation payable. In no case will we pay compensation if accommodation is offered by us and accepted by you with a higher price than that originally booked in the same location where no additional payment is made by you.

5. Changes by the Customer

Subject to availability, the Customer may change his/her booking free of charge before despatch of the Payment Receipt. After that, amendment charges will apply in accordance with this clause.

If the Customer is prevented from proceeding with a booking for a Package by reason of his/her own illness, the illness of a close family member (which is limited to father, mother, spouse of child), jury service or redundancy, the booking may be transferred to another person, provided that:-

- (a) the request to transfer the booking is sent in writing to the Company, signed by the person who signed the questionnaire/booking form, to arrive at least 30 days before departure; and
- (b) The request is accompanied by documentary proof of the reason for the transfer, any balance due for the Package, any tickets or vouchers already despatched by the Company for the booking, full details of the person who will take over the booking and the appropriate amount to cover the amendment costs. The amendment costs are £250 plus VAT per person to cover the Company's administration expenses, together with all additional charges of whatever nature levied by the suppliers of the component parts of the holiday arrangements. Customers should note that some suppliers charge a 100% cancellation fee and the cost of a new booking if a transfer is requested; and
- (c) The person who will take over the booking satisfies the conditions which apply to the particular holiday and, further, agrees to be bound by these booking conditions.

Excluded from this are committed airline arrangements that may have been made by the Company for the Customer.

If a Customer wishes to change his/her booking in any circumstances where a transfer of booking isn't possible, the change should be requested in writing, signed by the person who signed the questionnaire/booking form. Changes will be subject to availability and the Company reserves the right to charge an administration fee of up to £250 plus VAT per person. It shall be in the Company's absolute discretion whether it accommodates or refuses a request for a change to a booking.

If a Customer decides not to avail him/herself of any booked facility or services after he/she departs, he/she shall not be entitled to any refund in respect of the facility or service.

6. Changes by the Company

- 9.1 The Company will try to avoid having to change the Customer's booking after it has been accepted but, because changes are sometimes necessary, reserves the right to make changes. If there is a change, the Company's obligations and the Customer's rights will depend upon whether the change is "significant" or "minor". A significant change is a change of flight time by more than 12 hours, a change of international airport (except between airports serving the same city), a change of destination to a lower standard of accommodation. Any other change is "minor".
- 9.2 If there is a minor change to a Package, or any type of change to other overseas arrangements, the Company will try to notify the Customer or his/her Travel Agent as soon as practicable, although it will

not be obliged to do so, nor will it be obliged to pay the Customer any compensation.

9.3 If there is a significant change to a Package after a booking has been accepted but before departure, the Company will notify the Customer or his/her Travel Agent as soon as practicable and will offer the Customer the choice of the following:-

- (a) accepting the change; or
- (b) cancelling the Package and receiving a full refund; or
- (c) changing his/her bookings to any available alternative arrangements.

If the Customer chooses to change his/her booking to alternative arrangements, which are more expensive, he/she must pay the difference. However if the alternative arrangements are cheaper, the Company will make an appropriate refund.

9.4 If the Customer chooses to cancel a Package because of significant change made for any reason other than force majeure or low bookings (defined in paragraph 4, the Company, in addition to giving a full refund, will pay the Customer compensation as set out in paragraph 4 (Cancellation by the Company).

9.5 If the Company becomes unable to provide a significant proportion of the Package after the Customer has departed, suitable alternative arrangements will be made for the Customer at no extra cost to the Customer or, alternatively, arrangements will be made for the Customer to return to his/her point of departure and receive a pro-rata refund for any components of the Package not received.

10. Insurance

Due to the special nature of the holidays bookable through the Company, it is essential and a requirement for travel with the company that all Customers take out holiday insurance which satisfies the Company's requirements for the holiday in question. In particular, the insurance should cover cancellation by the Customer, assistance in the event of accident or illness (including helicopter rescue and repatriation) and, if relevant, the sporting use of firearms and other weaponry or other equipment involved in the given activity (please note that shotguns must be insured by the Customer for use internationally.) The company will offer the customer an approved source of adequate travel insurance or the customer may choose an alternate source. All Customers will be deemed to have taken out adequate insurance upon payment or part-payment of their deposit invoice. If the alternative insurance policy chosen by a Customer does not meet the Company's minimum requirements, the Company reserves the right to require the Customer to take out additional cover, failing which the Customer's booking will be cancelled. The Company reserves the right to require evidence of the customer's travel insurance prior to departure. If, in the opinion of the company, the customer's travel insurance is not adequate, the Company reserves the right to require the customer to take out further, adequate insurance or to cancel the customer's booking. If the booking is required to be cancelled due to inadequate travel insurance after payment has been received, the Company has no obligation to refund the customer. The responsibility to have adequate travel insurance shall remain with the Customer at all times (regardless of whether the Company has checked the policy). If the Customer chooses to travel without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

12. The Company's liability

(1) Where you purchase a Package from us we will accept responsibility for the arrangements we agree to provide or arrange for you as an "organiser" under the Package Travel, Package Holidays and Package Tours Regulations 1992 as set out below. Subject to these booking conditions, if we or our suppliers negligently perform or arrange the services which we are obliged to provide for you under our contract with you, as set out on your confirmation invoice, we will pay you reasonable compensation. The level of such compensation will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your holiday. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.

(2) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:-

- (a) the act(s) and/or omission(s) of the person(s) affected;
- (b) the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
- (c) unusual or unforeseeable circumstances beyond ours or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised; or

(d) an event which either ourselves or suppliers could not, even with all due care, have foreseen or forestalled.

(3) We limit the amount of compensation we may have to pay you if we are found liable under this clause:

(a) loss of and/or damage to any luggage or personal possessions and money,

The maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are assumed to have adequate insurance in place to cover any losses of this kind.

(b) Claims not falling under (a) above and which don't involve injury, illness or death

The maximum amount we will have to pay you in respect of these claims is twice the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.

(c) Claims in respect of international travel by air, sea and rail, or any stay in a hotel

i) The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can ask for copies of these Conventions from our offices. Please contact us. In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.

ii) In any circumstances in which a carrier is liable to you by virtue of the Denied Boarding Regulation 2004, any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier.

iii) When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.

(4) It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.

(5) Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.

(6) Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description: (a) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or (b) relate to any business.

(7) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our brochure. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.

13. Complaints

We make every effort to ensure that your holiday arrangements run smoothly but if you do have a problem during your holiday, please inform the relevant supplier (e.g. your hotelier) immediately who will endeavour to put things right. If your complaint is not resolved locally, please contact our 24 hour emergency number: 00 1 724 935 1577 24 hours or if calling during UK office hours: 0845 2996212 office hours. If the problem cannot be resolved and you wish to complain further, you must send formal written notice of your complaint to us within 28 days of the end of your stay, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. Failure to follow the procedure set out in this clause may affect ours and the applicable supplier's ability to investigate your complaint, and will affect your rights under this contract.

14. The Customer's responsibility to the Company

14.1 The Customer must at all time avoid causing damage, distress, danger or annoyance to other Customers or third parties. Further, the Customer must comply at all times with reasonable instructions

of any representative, agent or supplier of the Company.

14.2 The Customer must not damage any property with which he/she comes into contact but, if he/she does, he/she will be responsible for the cost of repairing or replacing it.

14.3 Should the Customer breach the provisions of paragraphs 14.1 or 14.2 above, the Company will be entitled to terminate the Customer's holiday arrangements without any liability to refund or compensate the Customer. In such circumstances, the Customer alone will be responsible for any additional costs incurred.

15. Conditions of Suppliers, Delays, Missed Transport Arrangements and other Travel Information

15.1 Many of the services which make up your holiday are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions which will form part of your contract with us. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions are available on request from ourselves or the supplier concerned.

15.2 The carrier(s), flight timings and types of aircraft shown in this brochure or on our website and detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. We shall inform you of the identity of the actual carrier(s) as soon as we become aware of it. Timings, for example flight times, are given by the relevant operator or supplier and are subject to such matters as weather conditions, technical considerations, air traffic control restrictions, the ability of passengers to arrive on time and governmental action. There is no guarantee that transportation will depart at the times given or even at the times printed on the tickets. The Company will not be liable to the Customer if a delay occurs and, because the Company does not itself operate any flights or other transportation, cannot make specific arrangements for Customers in the event of a delay. However, it is normal for most transportation operators to provide appropriate meals etc. if there is a delay.

15.3 If you or any member of your party misses your flight or other transport arrangement, it is cancelled or you are subject to a delay of over 3 hours for any reason, you must contact us and the airline or other transport supplier concerned immediately.

15.4 Under EU Law, you have rights in some circumstances to refunds and/or compensation from the 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. If the airline does not comply with these rules you should complain to the Civil Aviation Authority at www.caa.co.uk/passengers. Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your holiday price from us. If, for any reason, you do not claim against the airline 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 airline in relation to the claim that gives rise to that compensation payment. A delay or cancellation to your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight.

15.5 We cannot accept liability for any delay which is due to any of the reasons set out in clause 18 of these booking conditions (which includes the behaviour of any passenger(s) on any flight who, for example, fails to check in or board on time).

15.6 The Package Travel Regulations 1992 provide that in the event that you experience difficulty which is not owing to any fault on our part or which is due to unusual or unforeseeable circumstances, we will provide you with prompt assistance. Where you experience a delay which is not owing to any failure by us, our employees or sub-contractors, this prompt assistance is likely to extend to providing help in locating refreshments, accommodation and communications but not paying for them. Any airline or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them. Subject to the other terms of these conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances, if you fail to obtain our prior authorisation before making your own travel arrangements.

15.7 Please note the existence of a "Community list" (available for inspection at http://ec.europa.eu/transport/air-ban/list_en.htm)

detailing air carriers that are subject to an operating ban with the EU Community.

- 15.8 Our brochures and our website/s are our responsibility, as your tour operator. They are 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.
- 15.9 If, despite our best efforts and having followed the above procedure for reporting and resolving your complaint, you feel that it has not been satisfactorily settled, we recommend that it is referred for arbitration under the ABTOT Travel Industry Arbitration Service. An Independent Arbitrator will review the documents relating to any complaint and deliver a binding decision to bring the matter to a close.

Details of this scheme are available from The Travel Industry Arbitration Service, administered by Dispute Settlement Services Ltd
9 Savill Road
Lindfield
Haywards Heath
West Sussex
RH16 2NY

or from

ABTOT
117 Houndsditch
London EC3A 7BT

This scheme cannot however decide in cases where the sums claimed exceed £1,500 per person or £7,500 per booking form, or for claims which are solely or mainly in respect of physical injury or illness or the consequence thereof.

16. Financial Security

We provide financial security for Frontiers Package Holidays (where we are the Organiser) which include flights. We do this by way of a bond held in favour of the Civil Aviation Authority under ATOL number 3315. When you buy a flight-inclusive Frontiers Package Holiday where we are the Organiser, you will receive an ATOL Certificate from us. 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. For further information, visit the ATOL website at www.atol.org.uk. The price of our flight inclusive arrangements includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices. Not all holiday or travel services offered and sold by us will be protected by the ATOL Scheme. ATOL protection extends primarily to Customers who book and pay in the United Kingdom.

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought (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 will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL Scheme (or your credit card issuer where applicable).

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 non-provision 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.

We are also members of The Association of Bonded Travel Organisers Trust Limited (ABTOT) and our membership number is 5309.

The Association of Bonded Travel Organisers Trust Limited (ABTOT) provides financial protection under the Package Travel, Package Holidays and Package Tours Regulations 1992 for Frontiers International Limited, and in the event of their insolvency, protection is provided for the following:

1. non-flight packages commencing in and returning to the UK;
2. non-flight packages commencing and returning to a country other than the UK; and
3. flight inclusive packages that commence outside of the UK, which are sold to customers outside of the UK.

1, 2 and 3 provides for a refund in the event you have not yet travelled. 1 and 3 provides for repatriation. Please note that bookings made outside the UK are only protected by ABTOT when purchased directly with Frontiers International Limited.

If you book arrangements other than an ATOL protected flight or Package from this brochure/website, your monies will not be financially protected. Please ask us for further details.

17. Disabilities and Medical Problems

We are not a specialist disabled holiday company, but we will do our utmost to cater for any special requirements you may have. If you or any member of your party has any medical problem or disability which may affect your stay, please provide us with full details before we confirm your booking so that we can try to advise you as to the suitability of your chosen arrangements. We may require you to produce a doctor's certificate certifying that you are fit to participate in the tour. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.

18. Force Majeure

Except where otherwise expressly stated in these booking conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by any event which we or the supplier(s) of the service(s) in question could not, even with all due care, foresee or avoid. These events can include, but are not limited to war, threat of war, civil strife terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority including port or river authorities, industrial dispute, lock closure, natural or nuclear disaster, fire, chemical or biological disaster and adverse weather, sea, ice and river conditions and all similar events outside our or the supplier(s) concerned's control. Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure.