

ESPRIT BOOKING CONDITIONS – FAMILY ADVENTURES - SUMMER 2010

1 THE CONTRACT

These Booking Conditions set out the terms on which you contract with us. Separate Conditions apply to Internet bookings. When booking, you guarantee that you have authority to accept and do accept on behalf of your party, the terms of these booking conditions. A contract cannot be made for young persons unless one member of the party is at least eighteen years of age and is the lead name on the booking. Under the terms of this contract any monies you pay to us or one of our authorised travel agents are fully protected by our Air Travel Operator's Licence (ATOL number 2096) and ABTA (number V3614).

Your contract is with Esprit Holidays Ltd (company registration number 1907815), with the registered office address at 185 Fleet Road, Fleet, Hampshire, GU51 3BL.

2 THE CONFIRMATION

When you have chosen your holiday, if we are able to meet your request we will confirm this to you. The contract comprises these booking conditions and your confirmation invoice and is not made and does not exist until the date shown on our invoice.

Quotations given over the telephone are always subject to written confirmation. Telephone calls with our office may be recorded.

Verbal descriptions, assurances and agreements can seldom be confirmed or amicably clarified in subsequent disputes and for this reason we do not accept liability for them. If you wish to include any such items within the contract you should request them in writing and acceptance will be established only on dispatch of written confirmation by us separate and additional to the confirmation invoice. Information contained in this brochure/our website also forms part of the booking contract (subject to paragraphs 3 and 13 of these conditions).

Once we have verbally confirmed your booking and received your deposit we will issue a confirmation invoice. If you do not receive this invoice within 14 days please contact us to make sure that your booking has been confirmed by us.

When you receive your invoice please check all the details carefully to ensure they are correct as this forms the basis of the contract between us. If there are any discrepancies please bring these to our attention within 7 days of issue, otherwise we will assume the details shown are correct. Whilst we would not anticipate any pricing errors in the confirmation invoice, in the event of an obviously incorrect price, we will not be bound by this and will issue a revised invoice showing the correct amount. In the unlikely event we are unable to confirm your booking the following options will be available to you:

- a) to accept an alternative holiday offered by us, or
- b) to purchase another holiday at the current brochure/website selling price from us, or
- c) to accept a full refund of all monies paid

You must tell us the option you wish to accept within 7 days of the offer being made, otherwise we will assume you have chosen to accept the alternative holiday offered. Whichever option you choose, a confirmation invoice will be sent as soon as possible and, if you do not wish to proceed, we will refund all monies paid within 7 days.

3 HOLIDAY PRICE, CONDITIONS AND PAYMENT

The prices and conditions apply to this brochure/ website which is valid from October 2009. Prices are correct at time of going to press but may vary and our current selling prices will be advised at the point of enquiry on telephone bookings and confirmed on our confirmation invoice. The prices quoted in this brochure are based on the rates of exchange and other costs prevailing on exchange rates and as shown in the Financial Times Guide to World Currencies on 22nd October 2009: Euro 1.11/Swiss Franc 1.65. All price promises in this brochure/ website relate to brochure-priced holidays only and not to any non-brochure/late availability discounted holidays. The "save up-to £500" on the cover indicates the savings available against the full brochure price for a family of 5 in two 'Belle Plage Rooms' arriving 21 August in Chalet Hotel des Deux Domaines, including ferry ferry crossings, the cash-back offer, a loyalty bonus, and the pricing change from prior years, which now eliminates the previous under-occupancy supplement.

a) Surcharges

We reserve the right to increase or decrease our prices at any time, for example due to government action, or if fuel costs increase or other price rises occur of which we were unaware at the time of printing this brochure. However once you have completed a booking AND a confirmation invoice has been issued then, unless you amend your booking, we guarantee that no surcharges will apply other than for costs exceeding 2.5% but not exceeding 10% of the invoiced holiday price (excluding insurance premiums and amendment fees), directly arising from government action in the UK or abroad (e.g. increases in taxes or security charges).

b) What the price includes

The confirmation invoice will show the price of your holiday and will include all currency surcharges, local taxes, VAT, UK and overseas service charges.

c) What the price does not include

Any applicable Late Booking Administration Fees – see para. 11(a). If you lose your tickets whilst on holiday this may result in your having to purchase new tickets at full cost which may be reclaimed from the carrier three months later. A 2.5% handling fee applies if your holiday payment or any other payment in the UK or in resort is made by credit card. Amendment fees – see paragraph 5a) "If you change your booking". Additional administration charges levied for all late bookings made within 14 days of departure, subject to a minimum charge of £15 per person.

d) Under-occupancy

We ask you to contribute towards our loss if you reserve rooms for your exclusive use, but do not fill all the beds. The supplement per empty bed payable is one third of the basic adult price shown in the price panel.

e) Deposit

When you confirm your booking you must pay a deposit of £115 per person plus insurance premiums by credit or debit card.

f) Insurance – IMPORTANT

Travel insurance is essential on any holiday and it is a condition of booking that you have travel insurance offering at least the same or better cover as our own policy (see page 38), which must be effected in either case at the time of booking, as it cannot be added subsequently. No liability will be accepted for anyone travelling without

adequate travel insurance. Our insurance does not cover non-UK residents. Insurance policies usually specify the maximum amount covered in the event of any loss or damage, most do not cover mobile telephones, and some may exclude cover for certain exciting sports or activities. We suggest you check the limits of cover of your chosen policy. Esprit Holidays Ltd cannot accept responsibility should any losses exceed the amount for which you can claim.

IMPORTANT NOTES ON ESPRIT INSURANCE

Policy Document: This is available on our website, or by post on request. You must read the document carefully as it gives full details of what is and what is not covered and full terms and conditions including declaration of material facts.

Cooling-Off Period: If, after reading your Esprit insurance policy, you are not satisfied for any reason, you can write to us within 14 days of contract in order to receive a full refund of premium (subject to £10 per booking administration fee), provided that a claim does not exist and travel has not taken place.

Guests not taking our insurance must accept full costs and liabilities normally covered by our policy, which includes cancellation, curtailment and expenses resulting from a delayed journey to/from resort, mountain rescue and repatriation and the activities in our Alps, Teen Ranger and Family Adventure programmes. An alternative policy must not expire until after the return date to the UK.

g) Adding Extras

Extras e.g. child care featured in the brochure/website should be requested at time of booking. No guarantee is given that any extras can be added later.

h) Paying the balance

The balance of your holiday cost will be shown on the final invoice and must reach our offices at least 10 weeks before your scheduled departure. If your booking is made within this period, the full amount will be payable straightaway. Late payment will incur a surcharge of £15 per day per booking reference.

If you have not paid the balance by the date it is due and fail to respond to requests for payment, we reserve the right to cancel your booking. You will be liable to pay cancellation charges as set out in paragraph 5(c).

We do not usually send reminders of money owing.

i) Discounted Holidays

We reserve the right to sell holidays at a discount and you may therefore share accommodation with guests who have paid a significantly lower price. Late bookers paying discounted prices are likely to occupy the least attractive rooms and have little choice of resort, accommodation and child care. If you are booking a "late deal" we reserve the right to make an additional charge for items included in the brochure-priced holidays. If this applies, you will be notified at the time of booking. Discounted holidays are sometimes available for unnamed accommodation. Before booking such a holiday you should ensure that you will be happy to stay in any of the properties featured in our brochure or on our website.

In the event of a complaint regarding any aspect of a 'discounted holiday' (i.e. One sold with a non-brochured discount), we reserve the right to take account of this discount when assessing any compensation or goodwill payment in response to such complaints. Eg. If there are issues which we agree would ordinarily merit recompense for someone who has paid the full value brochure price, the amount of non-brochured discount you received when making the booking will first be deducted from any such payment. If the discount already received is the same or bigger than the compensation value calculated against the full-price holiday, then no compensatory payment will be payable on top of the discount benefit already received.

j) Prices and discounts featured in this brochure and on our website supersede any previously published prices and discounts.

k) Child and infant prices: The FREE child places apply always to the youngest child in that room, and are restricted to one per two full paying adult guests. Child reductions shown do not apply to room supplements, insurance, child care, etc, which are payable in full. All the prices shown and reductions are valid at the time of printing, but are subject to change at any time. The correct current price and child reductions if applicable will be advised at the time of booking and confirmed on your confirmation invoice.

l) In-resort purchases

Payment in resort for optional activities, ad hoc child care, bar-bills etc must be made at the point of booking in local currency cash, or by debit card (small local charge) or by credit card (2.5% charge). Card payments will be taken in sterling converted from the local currency price at the applicable exchange rate at that time. We reserve the right to involve local police if due payments are withheld for any reason.

4 ALTERATIONS OR CANCELLATION OF THE BOOKING BY US

a) Alterations before your holiday

Because programmes are planned many months in advance, it is sometimes necessary to make changes or cancel the arrangements altogether. Therefore, we must reserve the right to make changes after we have entered into this contract.

Usually only minor changes are made to arrangements, which we are not obliged to advise and for which no compensation or refund is due. However, should a major change be made (as defined below), we will advise you as soon as we are in a position to do so and you have a number of options available to you subject to 'Compensation payment exceptions' below:

Minor Changes – these include room or resort facilities and any other change not specified under Major Changes below.

Major Changes – these include change of resort, accommodation of a lower official classification, cancellation of holiday.

If we alter your booking in any way which amounts to a major change as defined above or if we cancel the original booking within 70 days of the scheduled departure you will have the option to:

- i) accept the new holiday arrangements offered by us, or
- ii) purchase another holiday from us (if available), at the current selling price, or
- iii) cancel your holiday with us altogether and receive a full refund of all monies paid and received by Esprit Holidays Ltd.

You must advise us which option you wish to accept within 7 days of notification. If you do not contact us within 7 days, we will assume you have chosen to accept the alternative holiday arrangements offered. Whichever option you choose, you will be entitled to compensation as outlined in the table below, subject to 'Compensation payment exceptions' in para 4(b) below. If you contact us but seek to refuse all three contracted options above, we reserve the right to cancel your holiday at that time and refund all monies paid and received by Esprit Holidays.

Period before scheduled departure within which a Major Change or booking cancellation is notified to you or your travel agent	Compensation per paying person
More than 70 days	Nil
43 – 70 days	£15
29 – 42 days	£25
15 – 28 days	£30
0 – 14 days	£40

b) Compensation payment exceptions

Compensation payments or refunds will not be made where cancellation or change is due to unusual or unforeseen circumstances beyond our control known as "force majeure" such as but not limited to: war or threat of war, riots, civil strife, terrorist activity, industrial disputes, natural or nuclear disasters, epidemics, health risks, fire, technical problems with transport, closure or congestion of airports, stations or ports, cancellations or changes of schedules by carriers due to adverse weather conditions; or where we cancel the holiday as provided for in paragraphs 3(h) and 4(e) above.

Compensation will not be paid to adults or children travelling on a free place and will be paid on a pro-rata basis of the adult rate where children have received a reduced rate. These compensation payments do not apply to discounted holidays.

c) If we change your holiday arrangements during the holiday

In the unlikely event your accommodation is not available on your arrival due to a situation outside our control, of which we may not have been notified in time to advise you before your departure, we will endeavour to provide accommodation of equivalent standard in the same area. If we are unable to do so we will refund the difference in price together with a compensation payment of £40 per person, subject to 'Compensation payment exceptions' above.

d) Small Group Family Adventure Weeks and Flexi-Adventures

These programmes (page 12) cannot be guaranteed in advance and are subject to changes of activities and days of operation due to local conditions (weather, guide availability and other operational factors). In such event we shall endeavour to reschedule the affected activity or to provide a suitable substitute activity. If we are unable to do so or the changes made are of a substantially lower monetary value, we shall refund an amount which in our reasonably held opinion reflects the difference in the services supplied overall for the week(s) affected.

Consolidation – our small group Family Adventure weeks (page 12) are subject to minimum numbers of guests in order to operate and deliver the group experience, and the following terms apply. In addition to the rights contained elsewhere in these booking conditions, we reserve the right to cancel the tour for reasons of consolidation, by notice issued not less than 12 weeks before the departure date. We cannot accept liability for any costs or losses incurred by you with third parties in such event. You may therefore prefer not to arrange any non-cancellable travel or other arrangements independently of our company whether to your point of UK departure or elsewhere, until your tour is confirmed. Where possible we shall offer you another holiday of comparable or higher standard at no extra charge. Alternatively, we shall refund all money paid to us, including insurance premium if booked through us, in full settlement of our liability to you.

e) Your conduct

We reserve the right to refuse to accept a booking or to cancel, without further liability by us, an existing holiday booking of any prospective guest (and connected party members who are unable or unwilling to retain their bookings when applying any consequential price adjustments), if in our reasonably held opinion:

- i) you behave either during the process of booking or subsequently on holiday, in an excessively aggressive, antagonistic or threatening manner towards any member of our staff or the company, or
- ii) there has been unacceptable conduct of any kind related to any previous booking with the company, or
- iii) there is outstanding liability to Esprit Holidays Ltd, regardless of whether or not the company is on notice of any set-off or counterclaim.

The right of cancellation in (i) and (iii) above shall be exercised with reasonable advance notice where practicable.

5 ALTERATIONS OR CANCELLATION OF THE BOOKING BY YOU

a) If you change your booking

If you wish to make any changes to your holiday booking, including name changes, once we have issued a confirmation invoice but outside the cancellation period outlined below, we will do our best to help. However, we may not always be able to meet your request and have no obligation to do so. Where it is possible to meet your request, the total holiday cost will be recalculated in accordance with any new arrangements, taking into account under-occupancy supplements, any applicable cancellation fees or other extra charges payable and a new confirmation invoice will be issued. We will charge you an amendment fee of up to £25 per person.

If you wish to add any extras or additional passengers onto the booking and we are able to confirm this, no amendment fee will be charged provided the amendment is made more than 21 days before the date of departure.

b) Transferring your booking

If you are prevented from travelling, you may transfer your booking to another person or group as long as you give us 21 days' notice and the arrangements remain exactly the same as the original booking. You must also agree to pay any charges we may incur or reasonably levy to make this change. For the purpose of this contract we define "prevented" to be death, accidental injury, illness, witness summons, redundancy of yourself or travelling companion or the death, accident or serious illness of a close relative. If you wish to transfer your booking to another Esprit Holidays Ltd programme, thereby changing the arrangements completely, this will be treated as a cancellation with loss of deposit and, if applicable, cancellation charges as set out below and it will be necessary to re-book another holiday.

c) Cancelling your booking

If you wish to cancel the holiday of one or more members of your party, the party leader named on the booking form, or your travel agent, must advise us immediately by writing to us (sending the letter by recorded delivery, with the postal receipt kept as proof), at Esprit Holidays Ltd, 185 Fleet Road, Fleet, Hampshire GU51 3BL. **Verbal cancellations will not be accepted.** Cancellation fees are calculated from the date your written notification of cancellation is received in our offices. If you cancel prior to the scheduled date of departure you will be liable to pay the cancellation charges set out in the table below. The term "total holiday cost" in the table means the total holiday cost for all persons cancelling and shown on our invoice and includes extras such as a child care.

Period before scheduled departure date when your cancellation notification is received	Cancellation charge expressed as a % of total holiday cost
70 days or more	Deposit and insurance
28 – 69 days	55%
15 – 27 days	70%
0 – 14 days	100%
Departure date/no show	100%

In addition to the above charges, if one member of your party wishes to cancel, this may mean that the accommodation booked will be under-occupied and result in the other members having to pay any applicable supplements or child discount changes to retain the booking.

If you choose to cancel your holiday on the day of departure due to circumstances beyond our control e.g. as a result of extended flight delay, no compensation or refunds will be payable by ourselves and any such claims should be forwarded to your insurers. This clause does not affect your statutory rights.

d) If you change the arrangements whilst on holiday

If you wish to make any changes to the arrangements we have been contracted to provide, whilst on holiday, for example, upgrading your accommodation, changing resort or extending or reducing your holiday duration, all such requests will be subject to availability and any extra costs, including cancellation charges, must be met by you and paid locally. As this alters the basis of your booking contract, it is essential such changes are arranged through us in writing, either with our local representative/agent, area office or, if this is not possible, our head office in the UK.

6 SECURITY AND STANDARDS

As an established specialist tour operator of some 27 years we can assure you of our high standards.

If you book through a Travel Agent they will pass information from you to us and vice versa. They will also receive from you payment for your holiday. **If you book through a Travel Agent, any advice given to you by the Agent which is not based on advice given by us to them is their responsibility. We do not accept liability if incorrect advice is given to you in these circumstances.** Even if you book through a Travel Agent the contract for your holiday is with us, not with the Travel Agent.

ATOL – If you buy an ATOL-protected air holiday package from Esprit Holidays Ltd, you will receive a confirmation invoice from us (or via our authorised agent through which you booked) confirming your arrangements and your protection under our Air Travel Organiser's Licence 2096.

In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking. For further information, visit the ATOL website at www.atol.org.uk.

ABTA – Esprit Holidays Ltd is a member of ABTA with membership number V3614. ABTA and ABTA members help holidaymakers to get the most from their travel and assist them when things do not go according to plan. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. For further information about ABTA, the Code of Conduct and the arbitration scheme available to you if you have a complaint, contact ABTA, 30 Park Street, London SE1 9EQ Tel: 020 3117 0500 or www.abta.com.

Our ABTA Bond provides financial protection, in the event of our insolvency, for the money you have paid and that has been received by us for your non-flight-inclusive holiday and for your repatriation.

7 OUR LIABILITY TO YOU

If the contract we have with you is not performed or is improperly performed by us or our suppliers we will pay you appropriate compensation if this has affected the enjoyment of your holiday arrangements. The implied terms of contract with regard to reasonable skill and due care, shall be deemed to have been complied with when provision has conformed with local regulations or, in their absence, then with local custom. In making your booking, you accept that our liability is limited to assessment of the circumstances of your own particular booking reference. We shall not have any liability to you for loss of holiday enjoyment or otherwise from circumstances pertaining to any other booking reference, unless the bookings were made at the same time and are identified as linked bookings on your confirmation invoice. We shall not be liable where any failure is due to you or a third party unconnected with the provision of the holiday arrangements nor where the failure is unforeseeable or unavoidable nor where unusual circumstances arise beyond our control the consequences of which could not have been avoided even with the exercise of all due care. Our liability to you (excluding that for personal injury, illness or death) will be limited to twice our invoiced cost of your holiday. We shall have the benefit of all limitations on compensation contained in any relevant international convention, such as the Montreal Convention for travel by air, the Athens Convention for travel by sea, the Berne Convention for travel by rail and the Paris Convention in respect of the provision of accommodation. Conventions limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. Copies of all such terms are available on request from us.

Under EU law you have the right in some cases to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delays to flights (except where due to weather conditions and "force majeure" circumstances). Details are published at EU airports and are available from airlines on your request. **However, reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us, the provisions of clause 5 above apply.** If any payments to you are due from us, any payment made to you by the airline will be deducted from this amount. If your airline does not comply with these rules, you should complain to the Air Transport Users' Council on 0207 240 0461 or www.auc.org.uk

Our limitations of liability generally in these booking conditions and particularly with regard to the consequences of air schedule changes, delays and diversions, are significant factors in the pricing of our packages and take account of the availability of travel insurance that will make awards which can be used to offset and in some cases cover losses, costs and expenses in some circumstances not covered by us.

a) Personal injury and illness

We can only accept responsibility for death, bodily injury or illness caused on holiday if it is proved this is due to the negligence of our employees or suppliers acting in the course of their duties in the supply of the inclusive elements of the holiday and this is brought to our attention both in resort and in writing within three months from your

return from holiday. We shall not be liable where any injury, illness or death was caused by circumstances which could not have been predicted by or avoided by the person responsible even with the exercise of all due care.

If any member of your party suffers injury, illness or death whilst on holiday which is not connected with arrangements made and paid for through us, we will, in our discretion, offer advice, guidance and assistance provided you report the problem to us and the supplier whilst you are in resort and write to us within three months of your return from holiday. Where legal action is contemplated and you want our assistance, you must obtain our written consent prior to commencement of proceedings. Our consent will be given subject to your proving proof that your insurance company has received a claim from you under the legal expenses or equivalent section of a valid insurance policy and your undertaking to reimburse our costs out of monies received, if any, under such insurance policy or under a successful claim for costs against a third party. In financial terms assistance will be limited to £5,000 per booking reference with any payments being made at our discretion. Assistance may be with information on foreign lawyers, legal processes and time limits, translation and/or communications with local and regulatory authorities.

b) Refunds

If you have booked any special tours, excursions or packages, for example summer skiing, and these are entirely unavailable due to weather conditions or other circumstances beyond our control, no refunds will be made, and any claim should be made under your own travel insurance policy. Please note refunds will not be made for any unused portion of travel or accommodation arrangements. Refunds under our child care guarantee are limited to an absolute maximum of the pro rata amount paid for the relevant session(s) in Nursery, Alpines Clubs and Teen Rangers programme. Please also see paragraph 4d) above.

Some properties include un-advertised facilities such as a TV or kitchenette in the room, which may be disconnected or otherwise out of service. No refund or compensation is payable for the non-availability or non-operation of any such un-advertised facilities.

c) Anti-social behaviour/bullying

We accept no responsibility or liability for making alternative arrangements for accommodation or repatriation nor for covering any costs you may incur should an accommodation owner or manager, senior Esprit employee or supplier representative consider it necessary to terminate your holiday arrangements as a direct result of your anti-social behaviour or verbal or physical abuse or bullying of our staff, suppliers or other guests, or if such behaviour is deemed likely to cause a disturbance to other guests. This also applies if, in the opinion of the carrier, you appear unfit to travel or you appear likely to cause disturbance or danger to any other passengers. Action will be taken in any such event, which may include terminating an abusive telephone call in the UK or, if the behaviour occurs overseas, calling the police and/or terminating the holiday. No compensation will be payable for the cancellation or early termination of a holiday due to such behaviour including cancellation or early termination of the holiday arrangements of connected party members who cannot continue their arrangements without the person affected. We accept no responsibility for any inconvenience or upset caused to you by the actions or behaviour of other guests.

8 YOUR LIABILITY TO US

The accommodation we have booked on your behalf is available for use only by those persons included on the booking, unless otherwise agreed by us in writing prior to departure from the UK. Whilst on holiday you are responsible for any damage caused to your accommodation or other facilities or equipment you use, except by persons not known to you or us and unconnected with the contract between us, and you are responsible for meeting any charges levied by either the owner, supplier or Esprit Holidays Ltd to rectify such situations. If payment is not made in resort, you will be required to give a signed undertaking to reimburse Esprit Holidays Ltd within 21 days of your return to the UK.

9 COMPLAINT RESOLUTION

Any problems must be brought immediately to the attention of our representative/agent and the relevant supplier whilst you are on holiday. If you fail to follow this procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in resort and this may affect your rights under this contract. They will make every effort to achieve a satisfactory solution. If issues remain unresolved you should write, within 21 days of your return, to our Guest Relations Manager by email to gr@esprit-holidays.co.uk or by post to our UK address, quoting your booking reference number. If you do not tell us within this timescale, this may affect our ability to investigate and take corrective action and may impact on the way your complaint is dealt with. 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. Upon receipt of your letter we will acknowledge it within 14 days, investigate the points raised as appropriate and reply within 28 days or, if this is not possible, send you an interim letter advising of our progress. **Please note that we are unable to respond to phone calls before a written complaint has been received and that the Managing Director or other directors will not investigate any complaint that has not first been addressed to the Guest Relations Manager.** If we are still unable to reach an amicable solution on your return, any dispute arising out of or in connection with this contract may be referred to arbitration, if you wish, under a special scheme arranged through ABTA and administered independently by the Chartered Institute of Arbitrators (CIA) offering low cost arbitration on a documents-only basis. There are some restrictions on the type of claim suitable for this scheme and it is not usually available for claims over £5,000 per person or £25,000 per booking reference, nor for personal injury or illness claims. Applications including statement of claim must be received by the CIA within 9 months of the date of return or event leading to dispute, if later. Details on request or on www.abta.com. Please also see section 7 'Our Liability to You'.

For complaints regarding discounted holidays, see also paragraph 3f).

For injury and illness claims, you may like to use the ABTA/Chartered Institute of Arbitrators Mediation Procedure. This is a voluntary scheme aimed at helping resolve disputes quickly and cost effectively. It requires us to agree for mediation to go ahead. Details on request or from www.abta.com.

10 SPECIAL REQUESTS

We will pass on any special requests and try to meet them but cannot guarantee to do so. Your special request will be shown on your confirmation invoice to signify your request has been made but this is not an indication that your request can be fulfilled.

Special requests do not form part of our contractual agreement and we will have no liability if they are not met.

Any special requests you have such as vegetarian meals or other special dietary requirements, special facilities, specific room allocations or any other requirements you consider important, should be made known to us at the time of booking and advised to us in writing promptly. If you require the fulfilment of your request to be a condition of your contract between us, this can only be done if you advise us in writing and our suppliers agree they can meet your request and we confirm this to you in writing separately to the confirmation invoice.

11 ADMINISTRATION CHARGES

a) Administration Charges

We reserve the right to charge a Late Booking Administration Fee for bookings made within 18 days of departure. The charge is usually £20 per person, but may be more if required to cover exceptional costs of any kind. This charge does not relate to making amendments to your booking, see paragraph 5a) 'If you change your booking'.

b) Lost Property

A report of any lost item must be made immediately to the Esprit Holidays Ltd representative if the loss is noticed whilst overseas, or to our UK office within two days of your return from holiday. If found, the return of your property will carry an administration fee, normally £25, but up to £50 for high-value items (eg. ipods, mobile phones etc), plus the cost of postage. No item will be returned unless this fee is paid in advance. We cannot guarantee the return of any item of lost property, and our staff's involvement in tracing it shall not constitute acceptance of any liability for the item at any stage of the process.

12 JURISDICTION

This contract is governed by the law of England and Wales and exclusive jurisdiction is conferred on the English and Welsh Courts.

No Esprit Holidays Ltd employee or representative has the authority orally to vary these terms and conditions or the information within this brochure or on our website, or any of our company literature or enter into verbal agreements with our guests.

13 ACCURACY OF BROCHURE / WEBSITE / CHALET HOTEL INFORMATION

To the best of our knowledge the information contained in this brochure and the website is correct at the time of publication. However, we reserve the right to make changes to after publication and will advise you of any changes which we consider significant at the time you book your holiday or when they are known to us. Facilities such as a lift, pool, sauna, steam-room, hot tub, TV/DVD player, Wi-Fi or other leisure facilities contracted through us may become unserviceable during the season. If these are important to your holiday enjoyment, please make this known to us at the time of booking and confirm this in writing to us. If we are informed that there have been any changes to such facilities, we shall do our best to advise you. If such a facility is considered 'essential' to your holiday, then it must be made a condition of the contract, by taking the steps outlined in paragraph 10. No refund of holiday costs or compensation will otherwise be paid for the non availability of any such facilities. The pictures shown in the brochure and on the website are included for their style and general relevance and unless stated are not necessarily taken at the resort described. Photographs of rooms are intended to give an indication of the general appearance but rooms within Chalets Hotels will inevitably vary particularly where there has been partial refurbishment.

Where distance is quoted in time taken to walk, we have used as a guideline that 100m takes an adult one minute to walk in standard footwear under normal conditions.

Early and late season holidays particularly, and occasionally other dates, may sometimes be affected by the closure of certain resort facilities such as summer timedated lifts, swimming pools, saunas, bus services, and other activities etc., due to maintenance/refurbishment, poor weather conditions or lack of tourists.

We reserve the right to change/withdraw activities at any time due to weather conditions, availability of guides, or other operational reason.

Esprit Holidays Ltd cannot accept responsibility for any losses incurred as a result of industrial action in resort e.g. strike action by bus drivers etc.

Advertisements and descriptions of resort facilities in the Chalet Hotel briefing folders are not intended to be recommendations.

14 TRAVEL ARRANGEMENTS

All travel arrangements made by you with third parties are at your own risk and expense. The following is provided for your information

a) Flights

Pregnant women are usually eligible to fly up to the 28th week of pregnancy on the date of return travel but as this may vary please check beforehand with both your doctor and the relevant airline. Children under two years of age on the return date of travel must sit on a parent's lap and are not entitled to a luggage allowance or catering. Civil Aviation Authority regulations dictate that a child of 2 years or older on date of return travel must have its own air seat, and will otherwise be denied boarding by the airline. Such a child must be booked and priced accordingly.

b) Travel delays/diversions

If you experience a delay, we would ask that you telephone us to inform us of your amended travel arrangements. We do not offer compensation for inconvenience or loss of holiday time. Similarly, we do not refund any unused accommodation, facilities or activities in the event that these are not fully used by reason of delayed arrival in resort. However these items may be covered on your own travel insurance.

c) Baggage and Baggage Allowance

The baggage allowance on scheduled flights to Europe varies (no allowance for infants). You should confirm the allowance with your chosen air carrier.

d) Independent Travel/Self Drive

Please note that you should plan to arrive at your accommodation after 2pm on your arrival day and leave by 10am on your departure day. Some properties have ample parking space and even covered parking; others have limited or no spaces. Our UK office has details. There is a charge payable locally for car parks in some resorts, including Saas Fee.

15 ACCOMMODATION INFORMATION - CHALET HOTELS

In general, the price you pay reflects the standard of the property you choose, but prices can be influenced by location in resort, staffing ratios, and in particular, regional differences in rentals.

Please note that 'Chalet Hotels' are not the same as 'Hotels' in the normal sense of the word, and should be viewed rather as larger scale chalets; whatever the property

standard and diamond rating, they are all staffed by young Esprit staff, and you should not expect the same standards of service or professionalism that you might expect of independently run professional hotels.

Accommodation will meet the required regulations of the country in which the property is situated and may differ from UK regulations.

Within Chalet Hotels, rooms and facilities can vary greatly. We have yet to see the perfect Chalet Hotel and a degree of tolerance is needed when it comes to alpine standards of plumbing, electrics, hot water supplies, space and ratios of comfy chairs to guests.

When two figures are given for capacity, the lower one is the normal occupancy figure, based on regular beds including sofa beds in some cases. The higher figure allows for increased occupancy, using put-up-up beds. Neither figure includes infants occupying cots. Put-up-ups and cots may cause inconvenience because of limited space.

Because of the ability to add additional beds the brochure/website figures are not guaranteed as absolute and are subject to change. Please therefore confirm the capacity when you make your telephone reservation. Where applicable, our reservations staff describe cot or put-up-up space as 'squashed' or 'very squashed'; please ask for advice if bedroom space is important to you.

a) Esprit diamond ratings in our Chalet Hotels

We have introduced our Esprit diamond ratings to all our Chalet Hotels to give an indication of the standard and style of our Chalet Hotels in comparison with each other. Our ratings are based on senior management inspections and previous guests' feedback, and naturally a certain amount of personal opinion is involved. We emphasise that these are not official ratings and cannot be compared in any way with any official or other independent system of accommodation ratings. See page 11 for a guideline to these ratings.

b) Bedrooms

The size, decor, soundproofing and furnishing of bedrooms can differ markedly, even within the same property. There is also considerable variation in floor space, head clearance, clothes storage facilities (sometimes very limited), types of bed and bedding. In some properties, bedrooms lead from communal rooms.

We make every effort to describe bedrooms as accurately as possible and to this end we have introduced the term **SUITE** (where there are distinctly separate sleeping areas, e.g. inter-connecting rooms) and **ROOM** (where all beds are in one area). We recommend that you stress special room requirements when making your booking and confirm them in writing to us if you consider this important (see para 10).

Some bedrooms have kitchenettes reflecting their occasional use for self catering. For safety purposes we disconnect most of the electrical and gas equipment.

Beds may be sofa beds or chair beds, particularly in family accommodation where part of the room is intended as either a sleeping area or a sitting area.

Chalet Hotels may provide a Continental twin (a double bed frame with two single mattresses and two single duvets) in rooms described as doubles or twins. You must advise us in writing if this is not acceptable to anyone included on your booking.

Balconies: Where a supplement has been paid for a balcony, a specific view or aspect is not guaranteed and the balcony may be private or shared.

En Suite Facilities: These will always include a bath or mini-bath or shower, but do not necessarily include toilets. Please see the individual property's 'Accommodation Summary' for details of each room's facilities. Bathrooms may not always have full size baths and showers may not always have a shower tray or curtain.

Bed Linen: This is changed weekly.

Helping the environment: In common with hotels around the world, we take a responsible attitude to the amount of unnecessary detergent released into the environment. Therefore your towels (one hand and one small bath towel per person) will be changed weekly in all cases, with a midweek change only on request.

Soap: This is provided in all Chalet Hotels.

c) Catering

Breakfast is available every morning. It is run on a self-service basis between 8 and 9.30am and typically comprises: fruit juice, cereals, porridge, boiled eggs, bread, croissants (in France), cheeses, sliced ham, jam, tea and coffee plus a daily hot option. In some properties with a full quota of children present, breakfast can be a crowded and somewhat chaotic affair, so a degree of patience may be needed!

Children's high tea is served at 5.30pm, on five days of the week, for all children who are aged 12 years and under on arrival date. For children in Nursery and Alpines Club the high tea is part of the club session and parents need not be present.

Parents of children (aged 12 and under) who are not taking part in Alpines activities will be told where they should take their children for high tea.

Teen Ranger meals are served three nights a week at 7pm following an international tea. A fourth dinner is enjoyed out in the resort.

Adult dinner (for all guests who are 13 years' and above on arrival date), with complimentary wine, is served on five evenings. We cannot accept under 13 in the dining-room during adult dinner.

The sixth including dinner is a family summer affair with Cocoa Club running throughout for children who want to eat and go.

Our Baby-Listening and Child-Patrol Service is available, free of charge every evening including the evening when no dinner is served.

The milk supplied is UHT. The free soft drinks included for children will include a variety of squashes but no fizzy drinks.

Special Diets & Food Allergies

Vegetarian meals: a vegetarian option is always available on the choice of menu in Chalet Hotels.

Other special diets (e.g. vegan, gluten-free, dairy-free, wheat-free, low-fat/cholesterol, specific food allergies etc) can normally be provided, but must be discussed with our Reservations team before booking, and will incur a special diet supplement of £25 per person, to cover additional administration costs and ingredients/menu changes. All such dietary requests and/or food allergies must be confirmed to us in writing by email or registered post at least 14 days prior to departure.

We have a well-developed **Food Allergy Policy** in place, with a view to avoiding any allergic reaction incidents, and shall exercise reasonable care to avoid specified food and drink ingredients if special diets are agreed at the time of booking and confirmed in writing as above. However, in choosing to travel with us, you accept the following facts:- that staff involved in catering, including children's meals, are generally not qualified catering professionals; that no food allergy system can ever provide a 100% guarantee against any contact with a specified foodstuff; that items such as eggs, dairy products and nuts are constantly present in kitchens and dining areas; so cross-contamination cannot be eliminated; that our staff cannot police what snacks third parties, including other guests' children, may bring into contact with the allergic person; that staff may not be aware of precise food contents (where they do not speak

the language in which the ingredients are labelled, for example). **We therefore cannot and do not guarantee the avoidance of specified ingredients, and you accept that in the event of any dissatisfaction with special dietary arrangements, including the occurrence of an allergic reaction, our liability, if any, shall be limited to a refund of the £25 special diet supplement paid.**

Extreme Food Allergies: where a food allergy is so severe that the slightest exposure to the substance in question could cause a life-threatening anaphylactic reaction (for example where a reaction may be triggered other than by actually eating the foodstuff - such as by smell alone, or by minute trace elements on the hands of a staff member or another child), you must advise us of the severe nature of the allergy at the time of booking. We then reserve the right to advise you that, in our considered view, the controls we are able to implement in the Chalet Hotel environment are insufficient to guarantee your child's safety, in which case, should you choose to proceed with the booking, you do so entirely at your own risk, and would be asked to confirm this in writing in order to confirm the booking. If you fail to advise us of a known extreme allergy at the point of booking, you will be in breach of contract, and we will therefore have no liability to you at all in the event of any incident.

d) Our Staff

Most of our resort staff are younger than our adult guests, and some of our catering staff do not have professional catering qualifications. However they have been chosen carefully and undergo comprehensive Esprit Holidays Ltd training. (Staff who join us once the season is underway are trained in resort by the relevant managers.) Chalet Hotel staff have one well-earned day's rest each week, normally Tuesday, when they leave out a simple breakfast and are then free until the following day, no other catering is provided. In the evening you have the opportunity to sample dinner in one of the village restaurants. Some Chalet Hotels have staff living in, whilst in others there are no resident staff. If this is an important factor in choosing your chalet, please enquire about arrangements at the time of booking.

e) Cleaning and hygiene

With the constant movement of people, particularly children, in and out, it is an uphill task to keep the accommodation spotless. Your bedroom will be clean and tidy for your arrival and en suite bathrooms will be cleaned once, mid-week, during your stay. Otherwise its state is left to you. The Chalet Hotel staff will normally empty your accessible waste bins each day and clean all communal rooms (except on their day off).

We are particularly conscious of the need for catering hygiene and during their pre-season training course, all our catering staff on the course will have been trained to the Chartered Institute of Environmental Health's Level 2 in Food Safety. Our managers also carry out spot-checks and full hygiene inspections regularly. If you are unhappy with any aspect of hygiene or cleaning, please raise the matter immediately in resort so that corrective action can be taken.

Our reservations staff can give details of laundry facilities in resorts.

f) Slipper zones

We ask guests not to wear outdoor shoes or boots inside the Chalet Hotel, so please ensure that you take slippers or indoor shoes with you.

g) Security

Our properties do not have safes for securing guests' valuables and it is unusual for the properties to be locked during the day or overnight, or for there to be locks on bedroom doors. Chalet Hotels normally have a night porter on duty. In many cases we offer keys or combination locks but this cannot be guaranteed. In some properties, parts of the building may be shared by other residents using the same communal entrance. Owners, maintenance or other authorised personnel may enter our properties. Although we do not specify these points in each property's description, if it is of concern please ask our reservations staff for details. See also clause 3 'Insurance'. We cannot be held responsible for the damage to, loss or theft of personal belongings from any accommodation.

h) Telephones

A few of our properties have card phones but others have standard phones which are only available for urgent, incoming calls. If a telephone facility is important to you we suggest you take a mobile phone or check with us to ascertain what service is available in your property. We cannot offer the use of telephone points for e-mail access.

i) TVs/Videos/DVDs

Some of our properties have TVs and video or DVD players which guests may use to play their own videos or DVDs. Unfortunately, if equipment becomes unserviceable we cannot always get immediate replacements as the UK systems are not compatible with local versions and we may have to obtain spares from the UK. Where a television is advertised, no guarantee is implied as to how many English speaking channels will be available, if any.

j) Smoking

We operate a no-smoking policy in all our Chalet Hotels. A guest who breaches this policy accepts liability for all consequential damages sought against Esprit Holidays Ltd by its other guests and/or the property owner.

k) Pets

We do not permit pets in our properties.

l) Chalet Hotel use for Esprit Child Care Programme

Children's activities are not confined to the child care rooms. Between 9.30 and 6pm children (and staff) will therefore be fed, entertained and use the toilets in our properties. In many cases this is included in the brochure and website text for the relevant property but we reserve the right to change the property if necessary for local operational reasons, and no compensation will be payable in such circumstances. The location of child care facilities (Nursery, Alpines Club, Teen Rangers and Cocoa Club) shown against each property indicates the child care venues used. It may however be necessary to use other facilities in the resort to facilitate grouping children by age for their greater enjoyment. See also Paragraph 18 headed 'Children'.

m) New-Build Projects and Refurbishments

We take reasonable care jointly with the owners to ensure that any new-build property or refurbishment is completed on schedule. Matters outside our direct control such as action/omission by local authorities or adverse weather at critical times, can occasionally cause delays; and/or there may be changes to the architect's plans upon which we have based our description. In the unlikely event that either eventuality happens, we will advise you as soon as any impact on your holiday is clear. If the impact of the change is such that we reasonably classify it as a major factor, we will offer the choice of: a) a specific alternative holiday, b) the opportunity to purchase another holiday from us at the current selling price, or c) cancelling your holiday and receiving a full refund of all monies paid. If the alternative offered involves a change in resort, compensation will also be paid in accordance with

paragraph 4a) of these Booking Conditions. No further compensation shall be payable for changes caused by late completion of new-build or refurbished properties or changes to architects' plans, and Esprit Holidays Ltd's liability in such cases shall be limited to the provision or conversion of the above alternatives.

n) Leisure Facilities

Swimming-pool, hot-tub, spa-bath and sauna temperatures are determined by the owners in accordance with local regulations or guidelines, and may not always match guests' expectations. Leisure facilities may be subject to limited opening hours, and there may be restrictions on their use by children. Hot-tubs are normally out of use for at least one day per week while they are cleaned.

o) Floor Plans

These are available for most properties on request. Please ring 01252 618 300.

p) Check-in

In common with standard hotel industry practice, we reserve the right to take credit card imprints upon check-in at our Chalet Hotels to cover potential damage costs or breakages.

q) Season start-up

We work hard to train all our staff pre-season to the standard required to deliver our brochured services, but our holiday prices are kept low for the first week of the season, reflecting the need for a degree of tolerance from our guests for the fact that staff are settling in to new roles.

r) Child supervision in Chalet Hotels

From 7.30pm onwards throughout adult-only dinner, all children may be either in Cocoa Club, in their own bedroom (see Baby-Listening / Child Patrol information on page 7), or in the Games Room where available (under parental responsibility), but children under 13 years are not permitted in the lounge/bar or dining-room during this adult/teenager-only period.

s) Chalet Hotel des Deux Domaines in Belle Plage

Although operated by Esprit Holidays Ltd staff, this property is not exclusive to Esprit Family Adventures, and there may be childless guests and/or international guests present during your stay. In line with all international hotels, Esprit Holidays Ltd does not accept responsibility for the behaviour of its guests, and no compensation or refund shall be payable for any inconvenience or disturbance caused to you by the actions or behaviour of other guests.

t) Wi-Fi

Where Wi-Fi is indicated in a property description, this belongs to the property owner, and its availability is outside our control. No guarantee is given or implied that it will be operative during your holiday, you will not be advised in advance if the owner removes it, and no compensation or refund will be paid if it is not available for whatever reason. Safe-keeping of your lap-top computer is your own responsibility, as is ensuring that it is properly insured for the circumstances described in para. 15(g) above; no liability will be accepted for damage to or loss or theft of lap-tops from accommodation, including if your insurance company refuses to pay out for any reason.

16 VISAS, PASSPORTS & HEALTH

The party leader is responsible for ensuring all party members are in possession of a valid passport (a full 10 year passport in the case of British Citizens over the age of 16 on return date). British Citizen children under 16 years old and not already on a parent's passport valid for the dates of travel, must have their own passport. Your specific passport, visa and immigration requirements, including any minimum required validity period beyond holiday dates, are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. Esprit Holidays Ltd accepts no liability if you cannot travel or re-enter the UK due to non-compliance. Your passport and any travel documentation you arrange must show the same surname and initials. If these details change between making the holiday reservation and departure from UK, you should have the travel documentation changed. If you don't have time, please carry the appropriate documentation, such as a marriage certificate, with you.

Health: You are advised to obtain the Department of Health leaflet 'Health Advice for Travellers', from the DoH (Tel FREEPHONE 0800 555 777)

High Altitude Resorts: Some people experience difficulties in high altitude resorts and it may be advisable to seek advice from your doctor before travel if you have any medical conditions which this may exacerbate.

Special Needs: If you or any of your children have any special requirements it is essential you bring these to our attention at the earliest opportunity and before choosing your holiday. Some accommodation and resorts may be found unsuitable. It is therefore important you provide us with written details of your requirements in order that we can help you find a suitable holiday.

17 TRAVEL GUIDANCE

The Foreign & Commonwealth Travel Advice Unit may have issued guidance on your destination. You can check through the ABTA Information Department on 020 3117 0500 or at www.fco.gov.uk/knowbeforeyougo.

18 CHILDREN

a) Child and Infant Ages: Ages are taken as at the arrival in resort. However, if a child celebrates his/her second birthday during the holiday, the airline requires that he/she should be treated and charged as a two year old. If a child younger than four full calendar months is booked into an Esprit nursery in contravention of our minimum age policy, Esprit reserves the right to cancel the nursery place. Our liability in such a case is agreed by you to be limited to a refund of the unused nursery cost paid.

b) Nannies/Nurseries: Our nurseries are run by professionally qualified nursery nurses, nurses or nannies who are assisted by staff with child care skills or experience. There will always be a qualified nursery nurse, nurse or nanny on duty in every nursery, and with the children on outings, but other Esprit staff may escort children to and from the appropriate nursery. The numbers of children in our nurseries are strictly controlled. We do not allow ad hoc supervision in nurseries by parents, relatives, family nannies etc, as this can significantly affect the way the nursery is run and lead to problems relating to responsibility and liability. Our policy on a minimum age of 4 calendar months is rigidly applied for the sake of all the children. For safety reasons, nannies are not permitted to take children under 8 months in backpacks.

The Nursery finishes at 6pm, after high tea, when parents are asked to collect their offspring.

c) Alpines and Teen Ranger Clubs: Activities in the Alpines and Teen Ranger Clubs cannot be guaranteed in advance and are subject to changes of activities and days of

operation due to local conditions (weather, guide availability, staff ratios etc). Minimum numbers may be needed to operate certain activities, and we reserve the right to change or withdraw activities if these minimum numbers are not reached. The Alpines Club finishes at 6pm after high tea when parents are asked to collect their offspring.

d) All Child Care: This is usually run regardless of the numbers of children, age profile and balance of sexes which is not within our control. If your child suffers from any illness, allergy, disability, or needs any medication, you must provide us with details at the time of booking. Whilst we permit our staff to take charge of and administer non-prescription drugs such as 'Calpol', we do not normally permit them to administer any prescription medication to children in our care. For children with allergies and breathing difficulties, in emergency, we can administer such items as e.g. 'Epipens' and inhalers supplied by parents. We reserve the right to refuse to accept any child or to withdraw any child from our care if, due to illness or other reasons, it is not possible for us to provide suitable care, or if they pose a potential risk to other children or our staff.

If any of our child care staff are taken ill or are unavailable, we may have to withdraw these facilities until such time as we are able to provide suitably qualified staff. See also paragraph 3(i) regarding payments for any ad-hoc Child Care purchased in resort.

e) Cots and Highchairs: A cot and highchair are automatically provided for all infants free of charge in Chalet Hotels. Our cots are normally of the folding "travel cot" type. If you prefer to harness your child into a highchair, please bring a harness with you. For children aged 2 or over who require a cot and/or highchair, the request must be confirmed on the telephone at the time of booking and detailed in writing to us.

f) Baby alarms: These items are very useful and we recommend that concerned parents bring their own alarms and adaptor plugs.

g) Childproofing and children supervision: Our staff are trained to take reasonable precautions in making the Chalet Hotels reasonably safe for children but it must be noted that our properties were not designed with children in mind. It is not possible for us to childproof our Chalet Hotels and you will therefore need to be more vigilant than in your own home.

Except whilst signed into our Nurseries, Alpines Club, Teen Rangers and Cocoa Club, children, their behaviour and their safety, remain the sole responsibility of their parents at all times.

Baby listening - please note that this service in Chalet Hotels does not constitute children having been handed into Esprit Holidays' care. The safety, welfare and behaviour of children remains the responsibility of parents at all times during this service.

Children using communal areas or leisure facilities in our properties, including the children's games rooms in Chalet Hotels, remain their parents' responsibility and even when a staff member is present to supervise the room, this shall not constitute parents having handed their children into the company's care.

Stairs, ladders and bunks: Several of our Chalet Hotels contain beds on mezzanine platforms that are accessible by steep stairs or ladders. We do not recommend that children under eight years old use them. Where children use bunk beds, we recommend six years old as the minimum age for occupying the high level bed which may not have a guard rail.

Stair-gates: these are sometimes fitted, but we must at times compromise with the need to make the Chalet Hotels reasonably convenient and safe for all our guests.

h) Special Needs Care

We are happy to welcome children with special needs into our child care programme, as long as they can cope safely and happily with their 'share' of the care and attention of the Esprit Nanny/Alpines Ranger and/or the instructor, without compromising the safety of other children in the group. For children who need extra help, we may be able to provide one-to-one care on certain dates. Places are limited by staff availability, particularly on peak weeks, and are available on a first come, first served basis. Nursery and Alpines Club must be booked as normal (see page 9 for prices) and there is then a supplement of £195 for one-to-one care for the duration of the child care sessions booked, whether part or full days.

Please discuss your requirements with our reservations staff before you confirm your holiday reservation.

19 SAFETY IN THE MOUNTAINS

For your own safety and that of other mountain users, please refer to the Mountain Safety information included in your in-resort information provided.

20 INDEPENDENT ARRANGEMENTS/EXCURSIONS

Any arrangements made by you which do not form part of the holiday as per your Esprit confirmation invoice, are at your own risk and you should ensure that you are appropriately insured. Where such arrangements are made through or with the assistance of our representatives, we act only as your booking agent and not as principal.

21 ACTIVITIES AND FAMILY ADVENTURE TOUR PARTICIPATION

Our programmes are at altitude and include mountainous terrain for which reasonable levels of fitness are required. You must inform us at time of booking and confirm to us in writing, any condition of any member of your party that might affect participation. Whilst we shall seek to overcome any difficulties, we reserve the right to withdraw a guest, (and one accompanying adult as necessary in the case of withdrawal of a child), from continued participation in any organised activity or tour, if such person's health, capability (including fitness), altitude or behaviour is reasonably considered to be significantly detrimental to the safety, well being or enjoyment of other participants. As commitments are made by us, no refunds will be made for non participation for whatever reason.

22 DATA PROTECTION POLICY/PHOTOGRAPHS

Esprit staff, guests or professional photographers will occasionally take photographs, which may include adult or child guests from your family, for use in future brochures, websites or other marketing material. Unless you have advised us in writing that you do not wish your or your child's image to be used in this way, no liability for the use of such photographs will be accepted by Esprit Holidays Ltd. (Note that for your security, names or other details are never attached to such photographs.)

Guest comments taken from questionnaires or other correspondence are occasionally used in the brochure and website, with the name of the family concerned, to give a 'guest's eye view' of our holidays. Unless you have advised us in writing that you do not wish your comments to be used in this way, no liability for the use of such comments will be accepted by Esprit Holidays Ltd.

In order to process your booking and to ensure your travel arrangements run smoothly and meet your requirements, we need to use the information you provide such as name, address, any special needs/dietary requirements etc.

We take full responsibility for ensuring that proper security measures are in place to protect your information. We must pass the information on to the relevant suppliers of your travel arrangements, such as hotels, transport companies etc. This information may also be used for future communications from Esprit (including for example the use of names and contact details for brochure mailings and e-newsletters) and it may also be provided to security and checking companies and public authorities such as customs/immigration if required by them or as required by law. If you do not agree to any or all such uses, you must advise us accordingly in writing by registered post.

ESPRIT FAMILY ADVENTURE PERSONAL TRAVEL INSURANCE

We consider it essential to be well insured before embarking on any holiday - in fact we consider it so important that we will not accept your booking if you are not insured. We have arranged a special insurance package with Clydbond Suretravel underwritten by Europ Assistance Holdings Limited.

A full copy of the insurance certificate is available on our website to read or as a download. It is essential that you read the insurance certificate. If for any reason it is not suitable for you, you may cancel it for a full refund, provided you cancel it within 14 days of booking and you have not travelled or made a claim.

A brief summary of the cover is provided below.

SECTION	Limit
PERSONAL ACCIDENT	£20,000
MEDICAL EXPENSES	£5,000,000
HOSPITAL EXPENSES	£1,500
CANCELLATION	Invoiced Holiday Cost
BAGGAGE, SPORTS EQUIPMENT	£2,000
Single item limit	£300
Valuables limit	£300
Emergency Baggage	£100

SECTION	Limit
PERSONAL MONEY	£200
LOSS OF PASSPORT	£200
TRAVEL DELAY	£300
PUBLIC LIABILITY	£2,000,000
MISSED DEPARTURE	£500
LEGAL EXPENSES	£25,000
EXCESSES apply to most Sections	

FREE INSURANCE FOR CHILDREN UNDER 18

With a family of 2 adults and all children living at the same address, the adult price is: **Up to 10 days £19.95** **Up to 17 days £27.95** **Up to 23 days £29.95**

Up to two mornings per week summer skiing are now covered by our standard policy. If you intend to do more skiing than this, a supplement of £20 per person per week applies

Under the Association of British Insurers General Business Code of Practice we need to bring to your attention some of the important features of your travel insurance policy.

IMPORTANT: If you are booking any **Flexi-Adventures** or travelling on one of our **Escorted Adventure Weeks** (see page 12), it is especially important that your insurance covers you for all the activities brochure, as **many conventional policies will not cover you** for adventures such as tandem para-gliding or river-rafting. **The above Esprit policy covers your family for all Escorted Adventure Week and Flexi-Adventures activities.**

NB: Insurance can only be purchased at the time of booking and cannot be added at a later date.

Additionally, where your holiday or travel arrangements are outside the European Economic Area (EEA), controls on data protection in your destination may not be as strong as the legal requirements in this country. We will not pass any information on to any person unless they are responsible for part of your holiday arrangements. This applies to any sensitive information that you give us such as details of any disabilities, or dietary/religious requirements. If we cannot pass this information to the relevant suppliers, (whether in the EEA or not), we cannot provide your booking. In making this booking, you consent to this information being passed on to the relevant persons.

Insurance Policy: This contains full details of the cover provided plus the conditions and exclusions which apply to it. You must read the insurance policy carefully.

Conditions and Exclusions: There are conditions and exclusions which apply to individual sections and general conditions, exclusions and warranties which apply to the whole policy.

Our policy is only available to UK residents, and is operated on the basis that all insured persons are not travelling against medical advice or with the intention of obtaining medical treatment abroad or have any undiagnosed symptoms. Full details can be found on our website, or are available on request.

MEDICAL CONDITIONS - IT IS A CONDITION THAT:

Where any person on whom the travel plans depend:

- has any medical condition or on-going medical condition for which they have received treatment or have visited/been referred to a specialist or have been a hospital patient during the 6 months period immediately preceding the date of issue of this certificate, or
- are on a hospital waiting list for in-patient treatment, or where they are in receipt of a terminal prognosis, or
- are currently suffering or have previously suffered from any of the following medical conditions: Heart related condition, Hypertension, Arterial Disease, Kidney Disease, Malignant Disease (Cancer), Lung and/or respiratory Disease (but not including Asthma unless you have received in-patient hospital treatment), Motor Neurone Disease, Parkinson Disease, or had a Stroke.

UNLESS REPORTED AND AGREED BY THE MEDICAL HELPLINE IN WRITING THE ABOVE CONDITIONS WILL BE EXCLUDED.

For advice and/or to report a medical condition simply telephone the Helpline on 0870 220 3938 and quote ESPRIT SUMMER, together with a fax number to which you have access.

Hazardous Activities: This policy may not provide cover if you participate in hazardous activities, such as solo paragliding. Please advise us if you are planning any such activity.

YOUR INSURANCE POLICY IS AVAILABLE ON OUR WEBSITE TO READ OR AS A DOWNLOAD - PLEASE ENSURE YOU READ IT CAREFULLY.

Sold in accordance with the ABI Code of Practice and available only to UK residents. You must disclose any pre-existing medical conditions to our staff at time of booking.

