

CLIENT PROFORMA CONTRACT TERMS AND CONDITIONS

These booking terms and conditions apply to bookings made with Albatross Travel Group Ltd ("Albatross") by the person, company or principal ("Client", "you", "your") on behalf of their customers. Albatross is acting as agent on behalf of all of the suppliers involved in your booking whose terms and conditions also apply. By placing a booking with Albatross, you agree to be bound by these terms and conditions in addition to the suppliers' terms and conditions.

1) Agents

- a) Accommodation and/or other arrangements of whatever nature are made by Albatross on your behalf.
- b) At all times, Albatross acts as an agent and not as a principal. We give no warranty or any representation regarding the services to be supplied. Once we have accepted your booking, a contract will exist between you and each of the suppliers and the terms and conditions of each supplier you have booked with will apply to your booking.
- c) It is your sole responsibility to ensure that passengers are aware of the passport, visa, health and other requirements necessary for their travel.
- d) The Client hereby grants to the Agent authority to act on the Client's behalf with respect to any matter pertinent to the booking including without limitation the ability to negotiate, conclude and enter into contracts with suppliers in the name of and on behalf of the Client.

2) Accommodation

Although Albatross endeavours to inspect hotels where accommodation for our Client(s) is arranged as part of the travel arrangements, in some cases where accommodation is arranged in hotels, these may not have been previously used by Albatross. Albatross shall not be liable for any claims arising from the alleged inadequacy, lack of quality or any other failing in accommodation in any hotel arranged by it.

3) Force Majeure

- a) If for any reason, outside the control of Albatross, the travel arrangements cannot be carried out, all monies paid will be returned to the Client, subject to deducting a reasonable remuneration for the work done and costs incurred by Albatross.
- b) We shall not be liable for any loss or damage incurred by you as a consequence of the travel arrangements not being carried out in these circumstances or the suppliers inability to perform its obligations for reasons which are outside of our control.

4) Payments

- a) Where a booking deposit is required, arrangements will only be confirmed once the deposit has been paid in full. Non-receipt of the deposit by Albatross does not release the Client from its responsibilities referred to in clause 7 below. Generally, booking deposits are non-refundable, unless otherwise stated on the contract/offer ("contract").
- b) Other deposit payments are due as detailed on the contract. Failure to pay the deposit required by the date indicated, may result in the cancellation of the booking without further notice to the Client.
- c) Any balances should be settled within 7 working days of receipt of the invoice unless otherwise agreed in writing.
- d) Albatross reserves the right to charge interest at the rate of 3% per month on any amounts which remain unpaid 28 days after the invoice date and/or to cancel the booking.
- e) All payments to Albatross must be made by cheque or bank transfer. The Client must pay any related bank charges. In exceptional circumstances, payments will be accepted by credit card or debit card subject to a 3.5% and 0.5% handling charge respectively payable by the Client.

5) Rates

The rates quoted are net and may be subject to change in the event of any price increases which are outside the control of Albatross. We will notify you of any such increase as soon as we become aware of it.

6) Changes requested by the Client

In the event that you wish to make changes to your booking, please contact us immediately. We will make every effort to accommodate these changes, but cannot guarantee that it will be possible. An administration charge may be made for any changes requested by you.

7) Client Cancellation

If you cancel all or part of your booking, you will be liable to pay the cancellation fees referred to in this clause. The amount of this charge will vary depending on when the cancellation is made and the terms and conditions of the supplier.

Full Cancellation

a) Full cancellation may be made without cost at any time prior to the cancellation deadline shown on the contract, although any booking deposits may be forfeited subject to the terms stated on each individual contract.

b) If a cancellation is made after this date, Albatross will endeavour to keep supplier charges to a minimum, although the Client will in all cases, be responsible for any charges levied.

c) Notwithstanding this, Albatross reserve the right to levy a charge of up to 100% on any tour cancelled within 28 days of the date of departure.

Part Cancellation

Unless we advise you to the contrary, the following cancellation changes will apply:

d) A minimum of 85% of all rooms/passengers reported by the Client to Albatross as 'sold' 28 days prior to the date of departure must travel in order to avoid charges for part cancellation of the tour.

e) If only 50%-80% of the rooms/passengers advised as 'sold' 28 days prior to the date of departure, then Albatross reserves the right to charge 25% of the full tour value on those rooms/passengers cancelled since the 28 day update.

f) If less than 50% of the rooms/passengers advised as 'sold' 28 days prior to the date of departure, then full cancellation charges apply.

g) In the event of individual room/passenger cancellations being made 0-14 days prior to the date of departure, Albatross reserves the right to charge 100% of the full tour value on those rooms/passengers cancelling.

8) Termination

a) Albatross reserves the right to terminate these terms and conditions or the contract (together referred to as "the agreement") at any time, without prejudice to any other right it may have, in the event that the Client fails to comply with the agreement.

b) Failure by Albatross to enforce at any time any of the provisions of the agreement shall not be construed as a waiver of its rights nor affect the validity of the agreement nor prejudice Albatross as regards subsequent action.

9) Child Discounts

Unless otherwise stated on the contract, a discount of 30% will apply to all children aged 3-11 inclusive sharing a room with at least 2 full paying adults.

10) Complaints

a) In the unlikely event of a complaint, the Client is obliged to make Albatross and the local supplier aware of such problems immediately. Albatross offers a 24 hour emergency paging system for this purpose.

b) Albatross regrets that failure to complain at the time of service delivery will render null and void any claims made subsequently to the return of the group to the UK or other country of origin.

11) Liability

a) As Albatross is only acting as an agent, we accept no responsibility whatsoever for the act or omission of any of the suppliers nor shall we have any liability in respect of the supply of any element of the booking including any liability for delay, inconvenience, illness, personal injury, death or any loss of any kind, caused directly or indirectly by any provider of any travel services or products or by other third parties unless such liability is caused by our negligence. Any claims must be brought against the relevant supplier of the relevant travel services or products.

b) The Client shall indemnify the Agent against all liabilities, costs, expenses, damages and losses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Agent which arise out of or in connection with any claim made against the Agent in relation to the act or omission of any of the suppliers or any element of the booking which is caused directly or indirectly by any provider of travel services or products or by other third parties. This indemnity shall not cover the Agent to the extent that a claim results from the Agent's negligence or wilful default.

This agreement shall be governed and construed in accordance with the laws of England and Wales and the sole jurisdiction of the English courts.