

STANDARD TERMS OF BUSINESS FOR HOTEL RESERVATIONS

The agreement constitutes an agreement between Albatross Travel Group Ltd. / Success Tours Ltd. (hereinafter 'Albatross/Success') acting as Agents on behalf of our clients and not as principals and the contracted hotel (hereinafter 'the hotel').

1. DEFINITIONS Throughout these Terms of Business ('terms') 'we', 'our', 'us' refer to Albatross Travel Group/Success Tours 'You', 'your' refer to the company, partnership or other entity which operates the hotel with which Albatross/Success contracts accommodation. 'Passenger' refers to person staying as a guest and member of a group booked by Albatross/Success, 'group' refers to any number of such passengers.

2. AGENCIES Where we contract accommodation through an incoming handling agency or other intermediary ('agency'), then the words 'you', 'your' etc, refer to that agency as well as to the operator of the hotel. The agency agrees to be bound by these terms and liable to us jointly and severally with the hotel and to enforce upon the hotel which include all of these terms.

3. PROPER LAW All contracts between you and us will include the terms stated here and will be governed according to English law. Any dispute will be jurisdiction of courts of England and Wales. Any part of the terms found to be invalid or unenforceable, then the remaining terms will not be affected but will remain enforceable. Failure by Albatross/Success to enforce any of the provisions shall not be construed as a waiver of its rights nor affect the validity of the agreement nor prejudice Albatross/Success as regards subsequent action.

4. CONFLICTING TERMS It is your responsibility to bring to our attention any law or other requirement with which you have to comply which may affect us, or any standard terms which conflicts with our terms, save that in any event these terms shall prevail over any such standard terms of your own.

5. THE CONTRACT Is formed on date of issue of confirmation to you of your hotel reservation, being in the form of a Contract which includes or refers to these terms and states our written requirements for accommodation. At all times during their stay groups must be referred to by the CLIENT Name or GROUP NAME as advised by Albatross/Success prior to arrival.

6. CONFIRMATION OF PASSENGER NUMBERS will be given to you on a rooming list, not later than the date stated on the Contract or at least 14 days prior to group arrival, whichever is the shorter.

7. LATE BOOKINGS In recognition that tour operators need to accept late bookings, we ask you to make all reasonable efforts to hold extra rooms as long as possible, subject to liaison between you and us to ensure any rooms not sold by our client are released back to you without penalty charges becoming due.

8. LOW NUMBERS Recognising that we and our clients sometimes operate, rather than cancel, tours with very low passenger numbers, the group minimum number of passengers shall be 10 for this contract to remain valid.

9. CANCELLATIONS The latest date we may cancel an entire group without charge is shown on the front of each contract but is generally 14-28 days prior to arrival of the group, unless otherwise agreed by both parties in writing. Partial cancellation of individual passengers in a group are permitted without charge at any time, subject to the total number of passengers in the group remaining above the group minimum number

10. OVERBOOKINGS/OUTBOOKINGS: Outbookings are not acceptable under any circumstances for groups confirmed at a hotel. Should you insist on outbooking any group, then you will ensure the alternative is of comparable or superior quality/location. The judgement of comparable will be our discretion. You will be liable for compensation arising from claims made by our client(s) following an outbooking, as a result of their contractual agreement with their passengers and/or our contractual agreement with them. All obligations imposed by the original contract between us will remain in force as if the group had been accommodated in your hotel and will apply equally for a transfer of part or all of any group.

11. LIABILITY We will not be liable to you or to third parties for injury/loss of or damage to property caused by our clients or passengers. In the event of such injury, loss or damage it is your responsibility to obtain redress directly from the party concerned, although we will endeavour to assist you if necessary.

12. INDEMNITY You will indemnify us against all demands, claims, proceedings, fines, liabilities, damages, costs, losses and expenses (including legal costs, expenses and fees) which are made against us arising out of any act, omission, negligence or breach of contract by you or your employees, agents, representatives or sub-contractors.

13. FORCE MAJEURE Neither party will be liable for any loss/damage caused by circumstances outside its control including, without limitation an 'Act of God', war or the threat of war, riot, civil strike, industrial dispute, terrorist activity, natural or nuclear disasters, extreme weather conditions or other event where unusual and unforeseeable consequences could not have been avoided, even if all due care had been exercised. If a contracted reservation is cancelled due to such an event you will refund any deposit which may have been paid.

14. COMPLIANCE You warrant that your hotel complies with all laws, rules and regulations directly or indirectly applicable to the provision of your services including, without limitation, those relating to construction, maintenance, insurance, sanitation, hygiene, fire, health and safety. You/your employees will refrain from any acts or omissions which might endanger the health or safety of passengers. You will ensure all your staff are properly trained for evacuation of guests in the event of emergency. You will produce to us on demand all relevant certificates, licences and approvals.

15. INSURANCE You will take out/maintain appropriate/adequate insurance in respect of your obligations and liabilities to us, our clients and passengers including, without limitation, insurance against fire, storm, flood, public liability and the indemnities set out in these terms. Your public liability cover must be at least £1,000,000 (one million pounds sterling) per person per incident, or the equivalent in your local currency. You must produce on demand insurance certificates or premium receipts or conclusive evidence that you have specified insurance cover in force.

16. DESCRIPTIVE MATTER You warrant that all brochures, website information and descriptive matter which you provide to us, will be accurate. You will immediately inform us of any change to your hotel, which results in any descriptive matter you have supplied to us becoming inaccurate, any change which results in rooms contracted being no longer available, or any change to the official or unofficial classification of your hotel. If any new hotel brochure is printed after a reservation Contract has been made, you will notify us and send a new brochure. You will be liable for any claim for compensation as a result of inaccurate information you provide.

17. WITHDRAWAL OF FACILITIES You undertake that all services/facilities usually offered by your hotel will be available during our groups stay, if necessary alternative arrangements will be made for passengers if such services/facilities are withdrawn or reduced. You must notify us of any change and you will be liable for any claim for compensation as a result of your failure to notify us adequately.

18. BUILDING WORK You must immediately inform us of any proposed building, alteration or renovation work taking place either at your hotel or within the vicinity of the hotel perimeter, which may affect the quality of the passengers' stay. We will be entitled, at our sole discretion, to cancel the reservation without penalty if we consider such work will adversely affect the quality of the passengers stay. You will be liable if we claim for compensation following your failure to inform us of such work.

19. COMPLAINTS. If you or member of your staff receives a complaint/reasonable request from us /any passenger, driver, courier or other person connected to us, you will promptly attempt to find an appropriate solution. If to your knowledge any complaint about your services remains unresolved when a group leaves your hotel, you will immediately inform us and assist us in dealing with claims for compensation made as a result of the complaint. You agree to respond to written complaints within 48 hours of receipt.

20. CONFIDENTIALITY No part of our contract/dealing with you may be discussed, shown to, or in any other way disclosed to, our drivers, couriers, passengers or third party.

21. COMMISSION Recognising the role of a wholesaler in giving you business and promoting your hotel, you agree not to solicit business directly from our clients. If you accept a booking direct from a client that has booked to travel to your hotel through us within the last 2 years, then you may be liable to pay us a commission not exceeding 3.5% on this/these direct bookings.

22. PAYMENT Invoices must be received within 14 days of group departure. We will settle all invoices within 31 days of receipt. In the event of complaint where compensation may have to be paid to our client, we will only withhold that part of your invoice equal to the probable level of compensation that may be required. Generally, we will not pay compensation to our clients without first consulting you, although we may do so in exceptional

circumstances. If any dispute between you and us cannot be resolved, we reserve the right to pay compensation to our clients and withhold an equivalent amount from our final payment to you. The hotel agrees any such deduction/query will not prejudice any other reservations made by Albatross/Success.

23. EXTRA CHARGES We will not be liable to you for any changes incurred by our clients or passengers for services which we have not contracted such as portage, bar, etc. (unless specifically requested on our contracts. It is your responsibility to obtain payment for such items directly from the person concerned.

24. RELATED COMPANIES The hotel agrees that all rates, terms and conditions contained in this contract will also be honoured and made available to any other company within The Albatross Travel Group, upon demand.

25. AUTHORITY The signatories overleaf individually represent and warrant that they are authorised to sign this agreement on behalf of the hotel's legally constituted owners.

26. TRANSFER OWNERSHIP In event of sale of the hotel this contract shall form part of the conditions of sale of the hotel. Albatross/Success may elect to continue/cancel this agreement.