

Cosmos Booking Conditions

Please read these Booking Conditions for your holiday carefully. We want to ensure two things happen when you choose to book a Cosmos holiday. Firstly, we want you to book the holiday that is right for you. Secondly, we want you to enjoy a memorable holiday, which provides you good value for money. The Cosmos Booking Conditions spell out our obligations to you and your commitments to us when you book a holiday with us and together with the information contained in the Holiday Information on pages 224-227 form the basis of our contract with you.

Where in these Booking Conditions we refer to "we", "us" and "our", this means Cosmos Coach Tours Limited trading as Cosmos Tours & Cruises. References to "you" and "your" means all persons (or any of them) named on the booking (including anyone who is added or substituted at a later stage). "Travel Agent" means a travel agent authorised by us. Except where otherwise expressly stated in these Booking Conditions, these Booking Conditions only apply to holiday arrangements which you book with us in the UK and which we agree to make, provide or perform (as applicable) as part of our contract with you. All references in these Booking Conditions to "holiday", "booking", "contract", "package", "tour" or "arrangements" means such holiday arrangements.

OUR COMMITMENT TO YOU

1. YOUR RESERVATION

Once you have booked and paid your deposit or full payment as applicable, we will reserve your holiday on the basis of these terms and conditions. Your booking will be taken as confirmed in respect of all persons named on your booking and a binding contract between us will come into existence when we send our Confirmation/Invoice to you or your travel agent.

Please check your Confirmation/Invoice together with all other documents we or your Travel Agent send you as soon as you receive them. Contact us or your Travel Agent immediately if any information which appears on the Confirmation/Invoice or elsewhere appears to be incorrect or incomplete, as it may not be possible to make changes later. We regret we cannot accept any responsibility if we are not notified of any inaccuracies in any document within ten days of our sending it out (five days for tickets). We will do our best to rectify any inaccuracies notified outside these time limits. However, you will be responsible for any costs and expenses involved in doing so except where we made the mistake and there is good reason why you did not contact us within the time limit.

We can only accept a booking if the lead name is a minimum of 18 years on or before the date of departure - if under 18 at the time of booking, the written consent of a parent or guardian is required before the booking can be made. We reserve the absolute right to cancel your booking at any time before the balance due date and provide a full refund of any monies paid for any reason.

2. OUR PRICE POLICY

Prices shown in this brochure are believed correct at the time of publication (August 2011). We reserve the right to change prices from time to time. Accordingly, it is possible that when you book your holiday the actual price may have gone up or down. If the price of your holiday has changed, the correct price will be confirmed at the time of booking. We reserve the right to correct errors at any time prior to the price being confirmed at the time of booking.

3. IF WE CHANGE YOUR HOLIDAY ARRANGEMENTS

Although it is unlikely, we may occasionally have to change your holiday arrangements as they are made well in advance, and we reserve the right to do so. For instance, your flight details may change or your accommodation may become unavailable. However, we promise that we will not make any significant changes (as described below) to your confirmed holiday arrangements less than 14 days before departure unless we are forced to do so as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care (examples of which are contained in clause 7(c)). If we have to make a significant change (as described below) to your arrangements, we will give you a minimum reduction or compensation of at least the amounts shown in the table below depending on the exact circumstances and the date the change is made. A significant change is a change made before departure, which we could reasonably expect to have a significant effect on your confirmed holiday. The following changes are examples of significant changes:

- A change of your departure airport (except from Gatwick to Heathrow or vice versa or from Stansted to Luton or vice versa).
- A reduction in the number of nights of your holiday.
- A change of your resort area or your accommodation to a lower accommodation category for the full duration of your stay.
- A change of your date of departure (see below).
- A change from day flight to night flight.

Night flights are those outward flights which are scheduled to depart from the UK between 22.00hrs and 06.00hrs (10pm to 6am). We will only pay compensation to you if your outward flight is changed from a day flight to a night flight and your time of departure is changed by more than three hours. A flight which was scheduled to depart between 10pm and 6am but which is changed to depart after midnight (or before midnight) is not a change of date. We will work on the basis of the flight times shown on your original Confirmation/Invoice in deciding whether there has been a significant change to your arrangements.

If we have to make any significant changes we will tell you or your Travel Agent as soon as reasonably possible. If there is time to do so before departure you can then choose to:

- accept the changed arrangements or take the reasonable alternative holiday we offer you (if this is less expensive than your original holiday, we will refund the difference but if it is more expensive we will not ask you to pay more). If you decide not to take the alternative we specifically offer you, you may purchase any other available holiday from us at the applicable price, or
- cancel your holiday.

If you wish to cancel your holiday or accept the reasonable alternative we offer you as a result of a significant change, you must tell us within the time mentioned when we notify you about the significant change or, if no time limit is mentioned, within 7 days of our notifying you. If you do not do so, we are entitled to assume that you wish to accept the changed arrangements. If you choose to accept the new arrangements or purchase another holiday from us, we will, where applicable, reduce the price of your holiday by the compensation shown in the table below. If you choose to cancel your holiday we will refund any money you have paid to us, as well as paying you compensation on the scale below (please note, we will only make one such reduction or payment per person).

COMPENSATION PER PERSON

No. of days notification before departure	More than 42 days	29-42 days	15-28 days	8-14 days	7 days or less
Minimum Compensation per person	Nil	£20	£30	£40	£50

A change of overseas airport, return UK airport or return flight time of less than 12 hours will not be significant changes. Where your airport is changed, we promise to transport you from your overseas accommodation to your

alternative overseas airport and vice versa or from your UK airport of arrival to your UK departure airport. No compensation will be paid and no liability beyond offering the above mentioned choices can be accepted where we are forced to make a change as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care. Please note, no compensation is payable for minor changes. A minor change is any change which we could not reasonably expect to have a significant effect on your confirmed holiday. Minor changes do not entitle you to cancel or change to another holiday without paying our normal charges.

4. IF WE CANCEL YOUR HOLIDAY

We may occasionally have to cancel your holiday arrangements, which we reserve the right to do. However, we promise we will not cancel your holiday after the balance of payment is due unless you have failed to comply with any requirement of these Booking Conditions entitling us to cancel (such as paying on time) or where we are forced to do so as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care (examples of which are contained in clause 7(c)).

If we have to cancel, we will tell you or your Travel Agent as soon as possible. Except where you have failed to comply with any requirement of these Booking Conditions entitling us to cancel, we will offer you the choice of:

- taking the reasonable alternative holiday we offer you (if this is less expensive than your original holiday, we will refund the difference but if it is more expensive we will not ask you to pay more). If you decide not to take the alternative we specifically offer you, you may purchase any other available holiday from us at the applicable price or
- receiving a prompt refund of all monies paid to us.

If you wish to purchase an alternative holiday, you must tell us within the time mentioned when we notify you of the cancellation or, if no time limit is mentioned, within 7 days of us telling you or we are entitled to assume that you require a refund. If you choose to accept the alternative holiday we offer you or purchase another holiday from us, we will reduce the price of your holiday by the compensation shown in the table in clause 3 above. If you choose to cancel your holiday we will refund any money you have paid to us, as well as paying you compensation on the scale shown in clause 3 above (please note, we will only make one such reduction or payment per person).

Where the holiday is cancelled due to unusual or unforeseeable circumstances, we will try to offer you a reasonable alternative holiday, or a refund, where a reasonable alternative is not available. No compensation will be payable in those circumstances.

Minimum Numbers: We regret we can only operate each of the holidays shown in our brochures or on our website if a sufficient number of people book them. If there is insufficient demand, we have the right to cancel the holiday in question. If we have to do so, we promise we will tell you no later than the date the balance of your holiday price is due. In this situation, you will then have the choice of the options shown above. If possible, we will endeavour to offer you the same holiday departing on a different date. Where we cancel for lack of numbers in accordance with this paragraph, no compensation or other amounts (for example, the cost of any connected travel arrangements you have made independently) will be payable.

5. YOUR FLIGHT

You will be informed of the airline(s) operating your package holiday flight(s) at the time of booking. Flight timings planned are also given for your guidance but your actual flight timings will be those shown on your airline tickets, or information we may send in the case of ticketless carriers (although it is possible that even these timings may change). You should check these carefully as soon as you receive them. We may substitute alternative airlines and/or aircraft and/or airports of destination if necessary, in which case you cannot transfer to another holiday or cancel without incurring normal cancellation charges (see clause 14). Any such change will be a minor one not entitling you to compensation. Where we substitute the airline or aircraft we had originally intended to use in connection with your holiday, it may as a result not be possible to provide any in-flight catering which had been advertised. Any such change will be a minor change not entitling you to any compensatory payment.

Note: EC Regulation No 2111/2005 came into force in the UK in January 2006. It requires the establishment of a Community list of carriers which are subject to an operating ban throughout the EU and publication of that list to passengers. The list is published by the EU Commission and can be found by going to http://europa.eu.int/comm/transport/air/safety/flywell_en.htm. In the event that the assigned airline or any substitute airline therefore is or becomes listed on the Community list, you may be entitled to reimbursement or re-routing if your flight is cancelled because it is subject to an operating ban. Further information can also be found on the CAA's website at <http://www.caa.co.uk>

6. FLIGHT DELAYS

We wish we could guarantee to you that your flight will never be delayed, but unfortunately delays still occur. When a delay occurs, the airline may arrange for you to receive refreshments or meals in a reasonable relation to the waiting time.

Unfortunately, it is not always possible for the airline to make welfare arrangements as being able to do so depends on factors such as the capacity of the airport concerned to cater for the number of passengers affected by delays, the anticipated length of any delay (it is often the case that a delayed aircraft will be ready to depart on very short notice so passengers need to be at the airport and the provision of catering may also risk extending the delay) and the timing of any delay.

Under EU law you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. However reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your holiday cost from us.

If your flight home to the UK is delayed, we will work with the airlines to provide assistance as appropriate to the length of the delay. Your right to a refund and/or compensation from us is set out in the clauses above (clauses 3 & 4). If your airline does not comply with these rules you should complain to the Civil Aviation Authority on 020 7240 6061 or at passengercomplaints@caa.co.uk.

7. OUR ASSURANCE ON STANDARDS AND ASSUMPTION OF LIABILITY

(a) We promise to use reasonable skill and care in the selection of all of our suppliers of all parts of your holiday arrangements and in ensuring that all parts of the holiday arrangements we have agreed to make, perform or provide as applicable as part of our contract with you are made, performed or provided by our suppliers with reasonable skill and care. Whether our suppliers have performed or provided their services with reasonable skill and care or not will be determined in accordance with local standards (ie the country's standards where the services have been performed or provided) rather than UK standards. This means that subject to these booking conditions we will accept responsibility if, for example, you suffer death or personal injury, or

your contracted holiday arrangements are not provided as promised or prove deficient as a result of any failure by ourselves or our employees, agents, suppliers or sub-contractors (as applicable) to use reasonable skill and care in accordance with local standards in making, performing or providing, as applicable, your contracted holiday arrangements. Please note it is your responsibility to show that the required reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents, suppliers and sub-contractors do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents, suppliers and sub-contractors).

(b) We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following:

- * the act(s) and/or omission(s) of the person(s) affected/you or another member of your party or
- * the act(s) and/or omission(s) of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable or
- * (i) unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or
- (ii) an event which we or the supplier of services, even with all due care, could not foresee or forestall.

(c) Except where otherwise expressly stated in these Booking Conditions we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract is prevented or affected by or you otherwise suffer any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever as a result of 'force majeure'. In these Booking Conditions, 'force majeure' means any event, which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, terrorist activity, industrial dispute, insolvency of airlines, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

(d) Except where otherwise expressly stated in these Booking Conditions, where any successful claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on or off the transport concerned) provided by any air, sea, rail, inland waterway or road carrier or any stay at an accommodation, the maximum amount of compensation paid to you will be limited. The maximum we, the carrier or accommodation provider (as applicable) will pay you for that claim or that part of a claim if we, the carrier or accommodation provider (as applicable) are found liable to you on any basis is the maximum which would be payable under the applicable International Convention or Regulation which applies to the travel arrangements in question (for example, but not limited to: the Warsaw Convention unamended or as amended for international travel by air, the Montreal Convention for international travel by air and/or, for carriers with an operating licence granted by an EU country, the EU Regulation on Air Carrier Liability for international and national travel by air, the Athens Convention for international travel by sea, the Strasbourg Convention for inland waterways, and the Berne Convention in respect of travel by rail) in that situation.

Please note: Where a carrier or accommodation supplier would not be obliged to make any payment to you under the applicable International Convention or Regulation in respect of a claim or part of a claim, we are similarly not obliged to make a payment to you for that claim or part of the claim. You must give credit for all payments due or received from any carrier or accommodation supplier, which relate to the claim in question. Copies of the applicable International Conventions and Regulations are available from us on request.

(e) As set out in these Booking Conditions, we limit the maximum we may have to pay you for any claims you may make against us. Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money) the maximum amount we will pay you is the maximum amount payable for the claim in question under the insurance policy we unless a lower limitation applies to your claim under this clause or clause 7(d) above. These limits apply whether or not you take out our recommended insurance policy. When dealing with any such claim, we will use the definitions contained in this policy. A copy of the policy wording can be provided on request.

For all other claims which do not involve death or personal injury, if we are found liable to you on any basis, the maximum amount we will have to pay you is twice the price (excluding insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total for their holiday unless a lower limitation applies to your claim under clause 7(d). This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your holiday.

(f) You must notify us of any complaint or claim in accordance with clause 17 "If You Have a Complaint". For all claims, any person(s) to whom any payment is made (and their parent or guardian if that person is under 18) must also assign to us or our insurers any rights they may have to pursue any third party in connection with the claim. You must provide us and our insurers with all assistance we or our insurers may reasonably require.

(g) Please note, we cannot accept any liability for any damage, loss, costs, expenses or other sum(s) of any description (1) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you or (2) which relate to any business or pure economic loss. Please also note, we cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which your accommodation supplier or any other supplier agrees to provide for you where the services or facilities are not advertised in our brochure or on our website and we have not agreed to arrange them. This also includes any excursion or activity you book or purchase in resort - please also see clause 7(i) "Excursions and Activities". In addition, regardless of any wording used by us on our website, in any of our brochures or elsewhere, we only promise to use reasonable skill and care as set out in clause 7(a) and we do not have any greater or different liability to you.

(h) If you have had the misfortune to suffer illness, personal injury or death, through misadventure, during your holiday arising out of an activity which does not form part of your contracted holiday arrangements with us, we will, in our reasonable discretion, offer to help where possible and appropriate, by for example:

- 1) providing our general assistance;
- 2) paying your initial legal costs where you take legal action against the third party responsible for the injury, illness or death as a result (as long as we have agreed to pay them before you incur those costs and you have asked for our help within 28 days of the accident). All assistance (financial or otherwise) is subject to a maximum total cost to us of £1,000 per booking.

We will not provide help with legal costs if you have a Legal Expenses Section in your Holiday Insurance Policy or any other insurance policy on which you are entitled to rely. Also, if you successfully claim for these costs against a third party, we will require you to reimburse us for any costs we have paid for or to you up to the maximum amount of the costs you actually receive or are entitled to receive. Requests for our assistance under this section should be sent direct to the Customer Services Manager, Cosmos Coach Tours Ltd, Wren Court, 17 London Road, Bromley, Kent BR1 1NE.

(f) Excursions and Activities

We may provide you with information (on our website, in our brochure and/or when you are on holiday) about excursions and activities which are available in the area you are visiting. If these excursions and activities are not purchased as a component part of your package holiday (as defined under the Package Travel, Package Holidays & Package Tours Regulations 1992) we will have no involvement in these excursions or activities which are neither run, supervised nor controlled in any way by us. They are provided by local operators or other third parties who are entirely independent to us and do not form any part of your contract with us even where we suggest particular operators/other third parties and/or assist you in booking such excursions or activities in any way. Except as set out below, we cannot accept any liability on any basis in relation to such excursions or activities and the acceptance of liability contained in clause 7(a) of our Booking Conditions and our Booking Conditions generally will not apply to them. We cannot guarantee, at any time, information given in relation to such excursions or activities or that any particular excursion or activity which does not form part of our contract will take place as they are not under our control. Where we or any of our local representatives make or take any booking for or from you in respect of any excursion or activity that is not part of your package holiday, we do so solely as booking agent for the organiser or operator of the excursion or activity. This is the case regardless of whether the excursion or activity is advertised or mentioned in our brochure, on our website, in resort, or elsewhere. Your contract for any such excursion or activity will be with the organiser or operator of that excursion or activity. We have no liability for any such excursion or activity or for any act(s) or omission(s) of the organiser or operator or for any of its/their employees or agents or any other person(s) connected with the excursion or activity. If we are found liable in any respect for any such excursion or activity (for example in our capacity as booking agent), that liability is limited to the cost of the particular excursion or activity concerned. In the event of any such liability arising on any basis, we are also entitled to rely on clauses 7(b), (c), (d), (e) (in relation to luggage and personal possessions) and (g). Any claim against us in connection with our liability as booking agent must also be notified in accordance with clause 17, otherwise your complaint or claim should be directly addressed to the organiser of the excursion or activity. Please note: we only act as booking agent where our local representatives have been formally authorised by us to sell or book the excursion or activity in question. Our local representatives are instructed not to sell or book any excursion, activity, or other service which they have not been formally authorised to sell or book. We do not act as booking agent and have no other connection with or responsibility or liability for any activity or excursion where this is not the case. Any advice or assistance on or with any activity or excursion provided by any local representative does not mean or imply that the activity or excursion is sold by the local representative or us or that any such advice or assistance is given on our behalf. Nothing in this clause or these Booking Conditions are intended to exclude liability for our negligence or the negligence of our employees resulting in your death or personal injury. (j) If we become aware of any material alterations to the resort/area information which can reasonably be expected to affect your decision to book a holiday with us, we will pass on this information at the time of booking.

8. OUR COMPLAINTS PROCEDURE

Please also see clause 17 "If you have a complaint" which sets out the steps you must take in the event of your having reason to complain or make a claim. Disputes arising out of, or in connection with this contract which cannot be amicably settled may be referred to arbitration if you so wish under a special scheme arranged by the ABTA - The Travel Association and administered independently by CEDR Resolve (Centre for Effective Dispute Resolution). The scheme provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on you in respect of costs. Full details will be provided on request or can be obtained from the ABTA website (www.abta.com). This scheme does not apply to claims for an amount greater than £5,000 per person. There is also a limit of £25,000 per booking. In addition, it does not generally apply to claims which are solely in respect of physical injury or illness or their consequences. The scheme can however deal with compensation claims which include an element of minor injury or illness subject to a limit of £1,000 on the amount the arbitrator can award per person in respect of this element. The application for arbitration and statement of claim must be received by the CEDR within 18 months of the date of return from the holiday. Outside this time limit arbitration under the scheme may still be available if we agree, although the ABTA Code does not require such agreement.

Special Note: We both agree that any dispute, claim or other matter of any description (and whether involving personal injury or not) which arises out of or in connection with your contract or holiday must be dealt with under the ABTA Arbitration Scheme or brought in the Courts of England and Wales only (unless you are a resident of Scotland or Northern Ireland in which case any proceedings must be brought in either the Courts of your own country or those of England and Wales). We both also agree that English law (and no other) will apply to your contract (unless proceedings are brought in Scotland or Northern Ireland, in which case Scottish or Northern Irish law, as applicable, will apply instead). If this provision is not acceptable to you, you must tell us before booking your holiday.

9. CONDITIONS OF CARRIAGE

When you travel, the Conditions of Carriage of the company providing your transport will apply to your journey. These Conditions will limit and, in some areas, exclude the carrier's liability to you, usually in accordance with applicable International Conventions (see clause 7(d)).

Copies of these Conditions can be provided by ourselves or the carrier itself on request.

10. BROCHURE, WEBSITE AND OTHER INFORMATION

All information contained in our brochures, on our website or which is otherwise produced or published by us is based on information available at the time of publication. We reserve the right to change any website or other information before your booking is confirmed and the amended information will then form part of your contract with us. If any part of these Booking Conditions is found to be unfair or unreasonable, the remaining terms will still be valid. Whilst every effort is made to ensure the accuracy of this brochure, our prices and other information at the time of publication, regrettably errors do occasionally occur. We reserve the right to correct errors prior to confirming your booking. You must ensure you check all details of your chosen holiday (including the price) with us or your Travel Agent at the time of booking.

YOUR COMMITMENT TO US

11. DEPOSITS & SPECIAL REQUESTS

You must pay a deposit of £125 per person at the time of booking plus all appropriate insurance premiums if applicable. If booking within six weeks of your departure, you must pay the full cost of your holiday when you book. No deposit is payable for infants under two years of age at the time of return travel. For insurance requirements - see clause 15. Your payment and the issuing to you of a Confirmation/Invoice creates a contract between us. These Booking Conditions form the basis of your contract with us. You should read and ensure you understand them (raising any queries you may have with us) before asking

us to confirm your booking. By asking us to confirm your booking, you are liable to be regarded as having had the opportunity to have read and understood our Booking Conditions, and to have actually done so before a contract between us came into existence. If you are booking a late/special offer holiday, any extra information and conditions that apply to the late/special offer holiday will also be part of your contract. If in doubt, you should check with your Travel Agent or us. If you have a special request, we will do our best to help, but we cannot guarantee it except as set out below. Please advise your Travel Agent or us of your request at the time of booking and make sure that we are given as much detail as possible. If your special request is vital to your holiday, it must be specifically agreed with us before or at the time you book your holiday. General confirmation that a special request has been noted or passed on to the supplier or the inclusion of a special request on your Confirmation/Invoice and any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability. If any additional cost is applicable, it will either be invoiced to you prior to your departure or should be paid for locally. Please note, for any payment made by credit card there will be a processing charge of 1.5% of the holiday cost.

12. PAYING FOR THE BALANCE OF YOUR HOLIDAY

Our Confirmation/Invoice will show the total price you must pay for your holiday. If any additional charge which is not included in our promise not to surcharge (see clause 2) becomes payable (for example costs relating to special requests made by you), a revised invoice will be sent to you showing that charge. We must receive the full cost of your holiday (less any deposits) which you have already paid) no later than six weeks before departure or within seven days of the invoice date, whichever is later. If you book through a Travel Agent, you should make sure that you pay the Travel Agent in enough time to allow the money to reach us by this deadline. If you book within six weeks of your departure, you must pay the full cost of your holiday when you book. If for any reason the full cost of your holiday is not received by us or your Travel Agent on time, we or your Travel Agent will write and tell you that the payment is overdue. If it is still not received by your Travel Agent or us within 7 days of the written reminder being sent out, we will be entitled to treat your booking as cancelled by you and keep your deposit. If we do not cancel straight away because you have promised to make payment, you must in addition pay the cancellation charges shown in the table in clause 14 depending on the date we reasonably treat your booking as cancelled. All money you pay a Travel Agent for your holiday with us will be held by the Agent on our behalf until it is paid to us. Please note this does not apply to any money paid to the Travel Agent for any services not provided by us (for example Travel Agent's administration fee of service charge or car parking). Please note, for any payment made by credit card there will be a processing charge of 1.5% of the holiday cost.

13. IF YOU CHANGE YOUR BOOKING

Should you wish to change your holiday arrangements in any way we will charge an amendment fee of a minimum of £30 per person for any such change. You must also pay any charges imposed by airlines for any changes whatsoever, where applicable. Such changes may include, but are not limited to, name changes and date changes and related charges imposed by any airline, including scheduled and Low Cost carriers. Any change you make within 6 weeks of departure will be treated as a cancellation by you and we will make a cancellation charge as set out in the table in clause 14 below. Where the price of your holiday depends on the number of people booked into the accommodation and someone in your party cancels, the price will be recalculated on the basis of the new number of people going. We will then send you a new Confirmation/Invoice. Any increase in what you have to pay as a result of this change will not be covered by your travel insurance policy as it is not a cancellation charge. Also, you may not change from any holiday featured in any other brochure or, on any Cosmos website to one of our Late Availability, or any other Special Offer holidays.

14. IF YOU CANCEL YOUR BOOKING

If you wish to cancel all or part of your booking, you should ask your Travel Agent to write to us or, if you booked direct, the person who made the booking must write to us at Cosmos Tours & Cruises, Ground Floor, Dale House, Tiviot Dale, Stockport SK1 1TB. If some or all of your party cancel their holiday or we are entitled to treat your booking as cancelled in accordance with these Booking Conditions, we will levy a cancellation charge on the scale shown in the table below. These charges are based on the estimated cost of cancelling your holiday and the expenses and losses we are likely to suffer if we cannot resell the holiday. Please note that any voluntary charitable donations made are passed on to the charity automatically at the time of booking and are non refundable.

No. of days before your departure we receive your written cancellation or we cancel as mentioned above	Amount you must pay.
More than 42 days	Deposit (2 years of age & over)
29-42 days	50% of holiday cost* or the deposit if more
23-28 days	70% of holiday cost* or the deposit if more
16-22 days	80% of holiday cost* or the deposit if more
4-15 days	90% of holiday cost* or the deposit if more
Within 3 days of departure or after	100% of holiday cost*

*"Holiday cost" does not include insurance premiums and any handling/ amendment fee or other costs paid if you changed your booking which are not refundable in the event of your cancellation. Please also see clause 13 above. If you are travelling on a scheduled service flight the cancellation fee will solely depend on the amount we are able to obtain back from the air carrier for your ticket if any and therefore the cancellation fees as set out in the table above may be higher.

If the reason for your cancellation falls within your insurance cover, you should be able to claim a refund of your cancellation charges from the insurance company less any applicable excess.

If you or anyone going on holiday with you is unable to go for any reason or decides that he/she does not want to take the holiday, you should be able to transfer the whole booking or the place on the booking of the person(s) concerned to someone else/other people suggested by you and acceptable to us providing you meet the following requirements:

- You must write to us with full details of who cannot or does not want to go on holiday and who you would like to go instead. We must receive this information at least 14 days before the start of the holiday.
- If the change can be made, you will have to pay an amendment fee of £30 per person named on the booking together with any extra costs we incur or are asked to pay in order to make the change (see point (d) below).
- Everyone who goes on holiday in place of anyone who was originally due to travel must agree to these Booking Conditions and any other requirements which apply to the holiday before the change can be finalised. If the full cost of the holiday should already have been paid when the change is requested but

has not been, this must also be paid before the change can be finalised.

(d) Please note: scheduled airlines often do not allow any name changes within a certain time of the start of the holiday and generally not at all after flight tickets have been issued. If you want or need to make a name change when an airline will not allow it, you will have to cancel the original flight (which means you will lose all the money you have paid for that flight) and pay the full cost of another flight (which may not be the original flight or at the same cost as the original flight as the airline is entitled to offer the cancelled flight to anyone on a waiting list for it). This is the airline's decision and we have no control over it.

15. YOUR HOLIDAY INSURANCE

Adequate and appropriate travel insurance is essential for your protection. Each member of your party must have either the holiday insurance policy we offer which is arranged by Rock Insurance Services Ltd or another policy giving at least as good cover. It is your responsibility to ensure that the insurance cover you purchase is adequate and appropriate for the particular needs of you and your party. We do not check alternative insurance policies. Please read your policy details carefully and take them with you on holiday.

16. YOUR RESPONSIBILITIES

(a) You must ensure that you and your party have valid acceptable passports, provided any API data and secured any appropriate visas required for your holiday (including your journey to and from your holiday destination) (see information on API and Passports & Visas in the Holiday Information section). All costs incurred in obtaining such documentation must be paid by you. We regret we cannot accept any liability if you or any member of your party are refused entry onto any transport or into any country due to failure on your part to carry or submit correct documentation or data. Many of the airlines that provide the flight element of the arrangements we sell impose fines and costs on us if any passengers who have booked with us do not have the necessary travel or other documents for the countries they are visiting or passing through, even where this occurs through no fault of ours. In this situation we have no choice but to pass on to you all fines, costs, surcharges, other financial penalty and other sums of any description which are imposed on or incurred by you. You will be responsible for reimbursing us accordingly in full.

(b) You should check what vaccinations and other health precautions are required or are advisable for your chosen destination and journey with your doctor in good time before departure (also see information on Holiday Healthcare & Safety in the Holiday Information Section).

(c) Airline regulations state that women 28 weeks or more into pregnancy at the time of return travel must have written confirmation from a doctor that they are fit to travel when checking in for their outward flight. Normally, permission to travel is refused after 32 weeks. We can only accept your booking upon the clear understanding that we cannot be liable if any airline refuses to accept you or any member of your party as a passenger for this reason.

(d) You must be responsible for the behaviour of yourself and your party. We can refuse to accept you as a customer or refuse to continue dealing with you by terminating your holiday arrangements if your behaviour is or is likely to be, in our reasonable opinion, or in the reasonable opinion of any airline pilot, accommodation supplier or other person in authority, disruptive, upsetting or dangerous to yourself or anyone else or if you have caused or are likely to cause damage to property. We will not pay any refund, compensation or other sum whatsoever or any costs or expenses incurred by you if we have to terminate the holiday arrangements due to your unacceptable behaviour. In this situation we will then have no further responsibility for you (including any return travel arrangements). If your unacceptable behaviour means you are not allowed to board your outward flight we will treat your booking as cancelled from that moment and you will have to pay full cancellation charges (as shown in the table in clause 14).

(e) You must tell us if you have an existing medical problem or disability that may affect your holiday before you book your holiday giving us full details at the same time. If in our reasonable opinion, your chosen holiday is not suitable for your medical problem or disability or you are not travelling with someone who can provide all assistance you may reasonably require, we have the right to refuse to accept the booking. If you do not give us full details of your medical problem or disability at the time of booking, we can also cancel the booking when we find out the full details if in our reasonable opinion the holiday is not suitable or you are not travelling with someone who can provide all assistance reasonably required. If we cancel in this situation, cancellation charges as set out in the table in clause 14 must be paid by the person concerned.

17. IF YOU HAVE A COMPLAINT

Please also see clause 8 "Our Complaints Procedure". This sets out how any unresolved claim or disputed matter (or other matter between us) may be dealt with if you or we wish to pursue it. Please in particular see the Special note to clause 8.

We do our best to give you an enjoyable, trouble-free holiday, but occasionally even the best laid plans can go wrong. If you have a problem or complaint about the overseas part of your holiday you must tell our local representative whilst abroad as soon as possible so that it can be sorted out on the spot. If your complaint cannot be resolved there and then, you must complete a Passenger Liaison Form on tour or in the resort. You will be given a copy of this to keep. You must also tell the supplier you are complaining about. If you remain dissatisfied you must then write to us with full details, giving your holiday reference number and day time and evening telephone numbers within the following time of your return from holiday:

- 28 days if your complaint or claim does not involve death, personal injury or illness or
- 3 months if your complaint or claim involves death, personal injury or illness. As it is difficult and sometimes impossible to properly investigate a complaint if we are not told about it reasonably quickly, any compensation you may have been able to claim could be reduced or even lost altogether if you do not follow the complaints procedure set out in this clause.

In the event of a problem or complaint involving the negligence of any of our suppliers, sub-contractors or agents (as opposed to any negligence on our part or on the part of any of our employees acting within the course of their employment) we cannot accept any liability if you do not report the complaint in resort in accordance with the procedure set out above and/or you fail to report the complaint to us in writing giving full details as set out above within 28 days or 3 months (as applicable - see above) of your return from holiday.

18. FINANCIAL SECURITY

When you buy an ATOL protected air package or flight from us, you will receive a Confirmation/Invoice from us confirming your arrangements and your protection under our Air Travel Organiser's Licence number (1082). 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.

*Please note, if you book a flight inclusive holiday with us from the UK but the first leg of the flight(s) you pay us for starts in the Republic of Ireland, your booking will be protected by our Irish Travel Trade License which provides equivalent protection to the above.

Cosmos Tours & Cruises, Europe & North Africa 2012