

Your contract is with Transun Travel Ltd, a Member of ABTA

1. Your holiday contract When you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these booking conditions. A contract will exist as soon as we issue our confirmation invoice. This contract is made on the terms of these booking conditions, which are governed by English Law, and the jurisdiction of the English Courts. You may however choose the law and jurisdiction of Scotland or Northern Ireland if you live there and wish to do so.

2. Your financial protection We provide full financial protection for our package holidays, by way of our Air Travel Organiser's Licence number 1967. This applies only if you are a resident of the United Kingdom (excluding Channel Islands and Isle of Man). When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. We will provide you with the services listed on the ATOL Certificate. In some cases, where we aren't able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable). If we are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme. If you are a resident of the Channel Islands or Isle of Man, then no ATOL protection is provided.

3. ABTA We are a Member of ABTA, membership number V4462. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to www.abta.com to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on www.abta.com.

4. Your Holiday Price 1) We reserve the right to alter the prices of any of the holidays shown in our brochure. You will be advised of the current price of the holiday that you wish to book before your contract is confirmed. 2) When you make your booking, you must pay a deposit of £200 per person. The balance of the price of your travel arrangements must be paid at least 10 weeks

before your departure date. If the deposit and/or balance is not paid in time, we shall cancel your travel arrangements. If the balance is not paid in time, we shall retain your deposit. Please note that in accordance with Air Navigation Orders in order to qualify for infant status, a child must be under 2 years of age on the date of the return flight. 3) Changes in transportation costs, including the cost of fuel, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports, and foreign currency exchange rates mean that the price of your travel arrangements may change after you have booked. However, there will be no change within 20 days of your departure. We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that, plus an administration charge of £1 per person together with an amount to cover agents' commission.

If this means that you have to pay an increase of more than 8% of the price of your travel arrangements, you will have the option of accepting a change to another holiday if we are able to offer one (we will refund any price difference if the alternative is of a lower value), or cancelling and receiving a full refund of all monies paid, except for any amendment charges. Should you decide to cancel: i) you must do so within 14 days from the date on your final invoice ii) We will provide a refund of insurance premiums paid to us if you can show that you are unable to transfer or reuse your policy. Should the price of your holiday go down due to the cost changes mentioned above, then any refund due will be paid to you. We will deduct from this refund or administrative expenses incurred. Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

4) All monies you pay to the travel agent are held by him on behalf and for the benefit of the Trustees of the Air Travel Trust at all times. This is subject to the agent's obligation to pay it to us for so long as we do not fail. If we fail, any money held at that time by the agent, or subsequently accepted from you by him, is and continues to be held on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us.

5. If You Change Your Booking If, after our confirmation invoice has been issued, you wish to change your travel arrangements in any way, for example your chosen departure date or accommodation, we will do our utmost to make these changes but it may not always be possible. Any request for changes to be made must be in writing from the person who made the booking or your travel agent. You will be asked to pay an administration charge of £25 up to ten weeks prior to departure and £75 between ten weeks and your departure date, and any further cost we incur in making this alteration. Unfortunately, a booking cannot be transferred to another future season.

You should be aware that these costs could increase the closer to the departure date that changes are made, and you should contact us as soon as possible. Note: Certain travel arrangements (particularly flight tickets) may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangements. All charges are per person, per change. Optional excursions and activities are non-refundable and non-transferable.

6. If You Cancel Your Holiday You, or any member of your party, may cancel your travel arrangements at any time. Written notification from the person who made the booking, or your travel agent must be received at our offices. Since we incur costs in cancelling your travel arrangements, you will have to pay cancellation charges as follows:

Period before departure:	Cancellation charge:
More than 70 days	Deposit only
29-70 days	50% or deposit if greater
15-28 days	75% or deposit if greater
14 days or later	100%

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

7. If We Change or Cancel Your Holiday It is unlikely that we will have to make any changes to your travel arrangements, but we do plan the arrangements many months in advance. Occasionally, we may have to make changes and we reserve the right to do so at any time. Safety and wellbeing are a priority and it may sometimes be necessary to change routes, durations and other aspects of excursions in Lapland given the harsh environment such changes constitute minor changes, and every effort will be made to ensure that excursions go ahead, where possible. Most of these changes will be minor and we will advise you or your travel agent of them at the earliest possible date. We also reserve the right in any circumstances to cancel your travel arrangements. For example, if the minimum number of clients required for a particular travel arrangement is not reached, we may have to cancel it. However, we will not cancel your travel arrangements less than 10 weeks before your departure date, except for reasons of force majeure, failure to reach an economic minimum number of passengers on that departure, or failure by you to pay the final balance. If we are unable to provide the booked travel arrangements, you can either have a refund of all monies paid or accept an offer of alternative travel arrangements of comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value). In accordance with EU Regulation 2111/2005 we are required to advise you of the actual carrier operating your flight/connecting flight/transfer. Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible and in all cases at check-in or at the boarding gate. Such a change is deemed to be a minor change. Other examples of minor changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same standard. If we make a major change to your holiday, we will inform you or your travel agent as soon as reasonably possible if there is time before your departure. You will have the choice of either accepting the change of arrangements, accepting an offer of alternative travel arrangements of comparable standard from us if available (we will refund any price difference if the alternative is of a lower value), or cancelling your booked holiday and receiving a full refund of all monies paid. In all cases, except where the major change arises due to reasons of force majeure, we will pay compensation as detailed:

Period before departure	Amount you will receive from us
56 days or more	NIL
43 – 55 days	£10pp
22 – 42 days	£15pp
8 – 21 days	£20pp
0 – 7 days	£25pp

Insurance premiums are non-refundable. Force Majeure: We will not pay you compensation if we have to cancel or change your travel arrangements in any way because of unusual or unforeseeable circumstances beyond our control. These can include, for example, war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions (including limited snowfall), epidemics and pandemics, local power cuts, unavoidable technical problems with transport, restrictions of Air Traffic Control, sanctions imposed by a state, local, or governmental authority. In the rare event of a flight cancellation, we cannot be responsible for other out of pocket expenses such as overnight hotels, petrol, taxi fees or refreshments.

8. If You Have A Complaint If you have a problem during your holiday, please inform the relevant supplier (e.g. your hotelier) and our resort representative immediately who will endeavour to put things right. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to our Customer Services Department at Transun House, 1A Iffley Road, Oxford, United Kingdom OX4 1EA giving your booking reference and all other relevant information. We cannot guarantee that we will be able to fully investigate all matters raised if the complaint is raised after 28 days following your return. Please keep your letter concise and to the point. You should communicate any complaint to the supplier of the services as well as to our representative without delay and complete a report form whilst in resort. If you fail to follow this simple 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. Please note that we can only accept complaints from travelling party members. Please also see clause 3 above on ABTA. Any claim being made for flight disruption under EU261/2004 should be made directly to the airline carrier and not the tour operator; a cancellation of an entire package holiday would not warrant a claim under EU261/2004.

9. 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 travel arrangements.

However we will not be liable where any failure in the performance of the contract is due to: you; or a third party unconnected with the provision of the travel arrangements and where the failure is unforeseeable or unavoidable; or 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 an event which we or our suppliers, even with all due care, could not foresee or forestall. In respect to airport car parking, airport lounges, airport hotels, and foreign currency exchange we act as an agent only, and your contract is with the principle supplier.

Our liability, except in cases involving death, injury or illness, shall be limited to the value of your travel arrangements. Our liability will also be limited in accordance with and/or in an identical manner to (a) The contractual terms of the companies that provide the transportation for your travel arrangements. These terms are incorporated into this contract; and (b) Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions. Under EU Regulation 261/2004 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 will be publicised at EU airports and available from airlines. However, reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in clause 7. If any payments to you are due from us, any payment made to you by the airline will be deducted.

10. Prompt assistance in resort If the contract we have with you is not performed or is improperly performed as a result of failures attributable to a third party unconnected with the provision of the services, or as a result of failures due to 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 an event which we or our suppliers, even with all due care, could not foresee or forestall, and you suffer an injury or other material loss, we will offer you such prompt assistance as is reasonable in the circumstances.

11. Passport, Visa and Immigration Requirements Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

12. Medical Problems and Insurance If you or any member of your party has any medical issue or disability which may affect your stay, please provide us with full details before you confirm your booking so that we can advise as to the suitability of your chosen arrangements. We strongly recommend that you have appropriate personal travel insurance in place for all members of your party. You can arrange insurance through us. It is your responsibility to ensure that any insurance you purchase is suitable and adequate for your needs. Travel without adequate personal travel insurance is at your own risk and Transun accepts no liability for clients who are uninsured. Please ensure that you read your policy details fully and take them with you on holiday. We have no liability for any loss or damage to luggage in flight or in transit. Any claims of this nature should be referred directly to your insurer.

13. Excursions Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your package holiday provided by us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

The Foreign & Commonwealth Office produces up-to-date travel information to help British travellers to make informed decisions about travelling abroad. For further information please visit www.gov.uk/foreign-travel-advice/

Alternatively, you can contact ABTA's Go Travel Consumer Helpline on 0203 1170599.