



Total Leisure Services Ltd

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BOOKING CONDITIONS

FAIR TRADING CONDITIONS

Please read the following terms and conditions carefully. They apply to all holidays and flights described on the official web sites of and / or brochure issued by Total Leisure Services Ltd. and they deal with your rights and obligations to us and ours to you. Anderson Holidays, Platinum Holidays, Sunbreak Holidays and Rugby Express are trading names of Total Leisure Services Ltd. which will be the other party to the contract created when you book the holiday and flight arrangement described above.

1. WHEN YOU BOOK YOUR HOLIDAY

1.1 HOW TO BOOK

All holidays featured on our official web sites or in our brochure can be booked through selected ABTA Travel Agents or our own Reservations Department. Once the holiday is selected, you need to complete our Booking Form and send us a deposit of 25% of your holiday cost plus insurance Premium if applicable.

The contract between Total Leisure Services Ltd. and the client comes into effect once the confirmation invoice has been issued. Please check the holiday details contained in the confirmation invoice and if there are any matters you disagree with, notify as forthwith and without delay as you would be bound by them. If you require any variation from the holiday you originally requested, you must again, contact us without delay so as to enable us to make such efforts necessary so we can deal with your revised requirements (if possible). Final balance should be paid 84 days before departure. If the payment is not received as specified, your booking could be cancelled and charges will be incurred which could reach 100% of the total holiday cost (see section 'if you cancel')

When you make your booking through a Travel Agent they will hold the money on our behalf. The Travel Agent must give you an ATOL Receipt or confirmation invoice when you pay.

1.2 LATE BOOKINGS

For reservations made within 84 days of departure immediate payment of the total holiday cost is required, and subsequent cancellation by you will result in cancellation charges as outlined in condition 3 ('If you cancel your holiday'). Any monies held by your Travel Agent will be held on our behalf.

1.3 The person signing the Booking Form does so on behalf of all persons named on it and becomes directly responsible to Sunbreak Holidays for payment of the total holiday price and if applicable and appropriate, for cancellation charges (please refer to condition 3).

IMPORTANT NOTE: UNLESS SPECIAL NOTIFICATION OF ALTERNATIVE HOLIDAY INSURANCE ARRANGEMENTS IS GIVEN ON THE BOOKING FORM, THE PREMIUM MUST ALSO BE SENT WITH YOUR DEPOSIT IF ADVANCE BOOKING OR WITH FULL PAYMENT IF LATE BOOKING.

1.4 SPECIAL REQUESTS

If you have any special requests that does not form part of the holiday as described in this brochure (for example dietary or room requirements, airline seats) please let us know at the time of booking. These will then be passed on to the relevant authority but we cannot guarantee that these will be met. Whilst we will request on extra bed in a two person accommodation for a third person to share the same (if required by you) and where provided for in this brochure offer a reduction from the price of a three person accommodation you may find space limited and we are unable to accept liability or responsibility should you then consider the accommodation to be overcrowded.

1.5 In the event of a costing error being given either by the Travel Agent or our reservations / view data system or appearing on the confirmation / invoice, the price / costing as appears in the brochure or, relevant late availability circular will prevail. The company undertakes to refund to the client any overcharge caused by such error, and the client may not seek to rely on such error with a view to obtaining a holiday at less than the correct cost.

2. IF YOU DECIDE TO ALTER YOUR HOLIDAY

For any alteration to any detail of your booking - other than increasing the numbers in your party and adding a service onto booking i.e. half board, car hire - after we have confirmed the booking and provided we can accommodate the change, an amendment fee of £15.00 per person named on the booking form will be charged (maximum £90.00) For changes within 8 weeks of departure, other than name change you will be liable to pay cancellation charges (please refer to Condition 3). Please note that name changes will be accepted up to three weeks before departure date and a charge of £20.00 will be applicable in each case. Within three weeks of departure a charge of £50.00 will be levied in each case. For scheduled flights we need notification of name changes at least 35 days before departure and a fee of £20.00 per name change will be charged. Any amendments to names within 35 days of departure (for scheduled flights) will mean cancellation and re-booking (see cancellation charges no 3) If the holiday price depends on the number of persons booked into an accommodation and you wish to change that number of persons, the price will be calculated on the basis of the new party size. Any increase in price per person as a result of part cancellation is not a cancellation charge and so is not covered by our insurance. A separate charge as detailed below

will be made against the cancelled element of the booking and the booking will be re-invoiced accordingly

PLEASE NOTE ALL AMENDMENTS MUST BE CONFIRMED IN WRITING BY THE PERSON WHO SIGNED THE BOOKING FORM OR HIS/HER TRAVEL AGENT

3. IF YOU CANCEL YOUR HOLIDAY

All cancellations (other than failure to pay the balance) must be notified to Total Leisure Services Ltd. in writing (marking the envelope URGENT - CANCELLATION NOTIFICATION) by the person who signed the booking Form or his/her Travel Agent. The effective date of cancellation will be when the notification is received by Total Leisure Services Ltd.. Cancellations will automatically give rise to the following charges.

More than 84 Days	Loss of Deposit
More than 56 Days	40%
More than 29 Days	50%
More than 14 Days	60%
More than 7 Days	80%
6 days or less - no show	100%

PLEASE NOTE: Because the insurance company accepts the risk from the date we notify them that you have reserved insurance, you cannot cancel any insurance cover and the premium remains payable in full and is excluded from the total holiday price for the purpose of calculating cancellation charges/refund.

4. IF WE CHANGE YOUR HOLIDAY

4.1 Total Leisure Services Ltd. plans and makes arrangements for the flights, accommodation, transfers and all other component parts of an inclusive holiday many months in advance of your particular holiday. This means that on occasion and due to changing circumstances between the printing of the brochure and your holiday, there may be some adjustments or amendments to the arrangements that you have contracted with Sunbreak Holidays as referred to in 4.2 / 4.3 below.

4.2 ADJUSTMENTS

This is an alteration to the arrangements such as change of carrier, flight time changes of 12 hours or less at the instruction of an airport authority, airline or airline broker from the times appearing on your ticket/confirmation invoice or change of overseas airport or return. Another example is where due to building works an accommodation can no longer command sea view as described in the brochure. Such an adjustment will be notified to you as soon as practicable after it has been brought to the attention of Total Leisure services Ltd.. No compensation will be offered for adjustments.

4.3 AMENDMENTS

This is an alteration made before departure which is brought about by events beyond the control of Total Leisure services Ltd. (see important note under 4.4) such as change of the UK departure airport (except Heathrow, Gatwick, Luton and Stanstead which are classified as London airports) flight time changes of more than 12 hours from scheduled departure time, change of resort area, or change of accommodation to one with a lower classification. If you choose to accept the alternative arrangements as advised by us, the company will pay compensation on the scale shown below. If you choose to cancel your holiday the company will refund all monies paid to us but no compensation will be paid, unless it is within 84 days of departure where compensation will be paid according to the scale shown under 4.4

4.4 NOTIFICATION

Notice of such an Adjustment (4.2)/Amendment (4.3) will be deemed to have taken place three working days after we have posted the notification/telephonically advise your travel agent/you directly if we notify you of a change within 7 days of departure you must decide if the alternative is acceptable within 24 hours of our notification. When you receive advice upwards of 7 days from departure you must reply within 3 days of notification.

SCALE OF COMPENSATION WHEN AN AMENDMENT IS ACCEPTED IS:

Notification Period	Compensation per person
84 days and over	Nil
Between 84 to 56 days	£10.00
Between 55 to 29 days	£15.00
Between 28 to 14 days	£20.00
13 and 1 day or notice in resort	£30.00

No claim for additional expenses or other compensation will be considered. If for example the clients cancel and book another holiday with a third party which is more expensive, no consideration can be given to payment of the price difference. If due to time limitations or late notice, we are unable to notify clients as to any amendments if after departure the hotel/accommodation owner is unable to, in the event provide the accommodation booked whether due to over-booking or for any other reason. Total Leisure Services Ltd. may substitute with alternative hotel/accommodation subject to a refund, if appropriate, plus the compensation for the amendment (see 4.3)

4.5 IF WE CANCEL YOUR HOLIDAY

We reserve the right in any circumstances to cancel your holiday. In this event we will endeavour to provide you with an acceptable alternative, or refund all monies you have paid us. We will not cancel your holiday within 12 weeks of departure except for reasons stated in 'important note' below. If we do cancel within 12 weeks before your departure date you will be entitled to a credit towards another holiday of your choice with us or a refund of all monies paid and compensation according to the scale shown under 4.4 unless we cancel due to reason of force majeure as they are outlined under important note below.

IMPORTANT NOTE: TOTAL LEISURE SERVICES LTD. DOES NOT ACCEPT RESPONSIBILITY OR LIABILITY IF CANCELLATION, DELAY OR CHANGE IS NECESSITATED BY FORCE MAJEURE I.E. BY THREAT OF WAR, RIOT, CIVIL COMMOTION, INDUSTRIAL ACTION, 'GO SLOW', DISASTER, TERRORIST ACTIVITIES, TECHNICAL/MECHANICAL FAILURE AFFECTING AIRCRAFT, CLOSURE OF AIRPORTS, CANCELLATION OF TAXI/COACH/FERRY SERVICES OR OTHER EVENTS OUTSIDE THE CONTROL OF THE COMPANY. CLAIMS FOR EXPENSES INCURRED BY SUCH EVENTS CANNOT BE CONSIDERED.

5. PAYMENT

Please note that if you booked via an agent any monies paid by you to the agent under or in contemplation of the contract is held by the agent as agents for Total Leisure services Ltd..

In the event that Total Leisure Services Ltd. does not receive the balance of the holiday cost from the client by the designated date, the deposit and the insurance premium will be forfeited forthwith and the holiday arrangements will be cancelled. No person will be allowed to travel unless clear funds or evidence of clear funds has been received by the company prior to the departure. Please note that if we do not receive full payment 84 days before departure we reserve the right to cancel the holiday and you will be liable to incur cancellation charges as outlined in (3). Where the booking was made via an agent the clients will have to be able to give Total Leisure Services Ltd. proof that they have paid the agent so that in case of problems Total Leisure Services Ltd. can claim their money.

6. IF ANYTHING GOES WRONG

6.1 Should you have a valid complaint during your holiday, this must be reported to our local agent/representative so that steps can be taken to correct the matter there and then. Failure to comply with this procedure can prevent us from investigating your complaints. Please help us to help you. All such correspondence must be conducted by the party leader i.e. the person signing the booking form, and the holiday reference number must be supplied in all correspondence.

6.2 Such complaints should then be reported to Total Leisure services Ltd. in writing as soon as practicable but within 14 days after the event. While we normally should reach an amicable settlement of your written complaint within 56 days of receipt there may be occasions when this becomes impossible. In such situations you have the right to refer the depute to an Arbitrator appointed by the President of the Institute of Chartered Arbitrators. You may if you prefer, however take the matter to your County Court, or other applicable Court for settlement under law.

IMPORTANT NOTE: Please note that under article 5(4) of the EU Directive on Package Holiday, Package Travel and Package Tours you have an obligation to make your complaint known at resort to our local Representative. The EU Directive states the following "the consumer must communicate any failure in the performance of a contract which he perceives, on the spot, to the supplier of the services concerned and to the organiser and/or retailer in writing or any other appropriate form at the earliest opportunity".

7. OUR LIABILITY TO YOU

7.1 If you are prevented from utilising your aircraft seat and/or booked accommodation because of the opinion of a person in authority (e.g. police, security person, aircraft pilot or accommodation proprietor) or you appear to be unfit for travel or likely to cause disturbances or discomfort to other persons whether due to alcohol consumption, misuse of drugs or general misbehaviour our responsibility for your journey/accommodation ceases. Full cancellation charges will apply (if applicable) and any extra costs incurred in making alternative arrangements will be payable by you.

7.2 We accept liability for any deficiency in the services we are contractually bound to provide in respect to your holiday as booked and confirmed and for the failure of such services to reach a reasonable Standard This is subject to all advice/comments made in the 'information you need to know' feature. This responsibility extends to the acts and/or omissions of our employees, agents and suppliers while acting within the course of their respective employment's or contracts with us. We also accept liability in respect of the death, or bodily injury or illness of or to you or any other person named on the booking form relating to your holiday provided that it arises from the negligent acts and/or omissions of our employees, agents, suppliers, or subcontractors whilst acting within the scope of or in the course of their respective employment's or contracts with us. We shall afford every reasonable assistance to a client who through mishap suffers illness, personal injury or death during the period of the holiday arising out of an activity which forms part of the holiday arrangements or forms part of an excursion offered through us. In addition, if it is necessary for you or any member of your party to bring legal proceedings arising out of mishap, subject to our reasonable discretion and providing that you request it within 90 days of the occurrence of the mishap we will meet the initial legal costs associated with such proceedings. This will be limited to £5,000.00 per booking form and may be granted as a loan if you have suitable insurance cover already, or if there is any claim for the costs against a third party. Nothing in this condition shall apply to anything arising during or out of carriage by air, sea or land to which international conventions and our liability is limited to the full extent allowed by the relevant convention. You should also note that carriage by air, sea or land will be subject to the conditions of carriage of the company operating these services and we will if you request it, provide you with a copy of any such relevant to your holiday.

8. YOUR TICKET CONDITIONS

When you travel by air, land or sea the conditions of carriage of the relevant carrier apply, some of which limit or exclude liability for certain events. These conditions are the subject of international agreements between countries and will be made available for inspection at the offices of Total Leisure services Ltd. We will not be responsible if you arrive late for the specified check in time or for the flight nor can we accept any responsibility for any loss by you of your holiday travel tickets, vouchers or coupons. A charge of £5.00 per person (to maximum of £25.00 per booking will be made for ticket re-issue). It is imperative and a strict condition of booking that you confirm your inbound flight details with either the local office noted on your itinerary or our Head Office in Cardiff not more than 48 hours and not less than 12 hours prior to the previously notified flight time (72 hours if the reconfirmation period falls over a public holiday). We can accept no liability for clients who fail to comply with this condition and due to flight change, miss their return flight. The times quoted on your documentation are local times.

It is important that passengers check in at least 2 hours before the flight departure time. If your outbound journey is not utilised the inbound reservation is automatically cancelled.

9. YOUR ACCOMMODATION

The self-catering or hotel accommodation provided is only for the use of passengers shown on the Final invoice as confirmed by us; subletting, sharing or assignments is prohibited, as are overnight guests. The Company has no control over the behaviour of persons visiting or residing at your hotel/self catering complex and it cannot accept responsibility for their acts and/or inconvenience caused to you as a result of their behaviour

10. DOCUMENTATION AND INSURANCE

It is your responsibility to ensure you are in possession of a valid passport and any visa which might be necessary. It is a condition of booking that you take steps to adequately insure yourselves before travelling. You must therefore either take out our travel insurance or alternatively arrange a policy yourself which is at least as good as that provided through us. If alternative arrangements are made, you are obliged to provide details of your insurance as required in our booking form and agree to indemnify us against any claims arising.

PASSPORT REMINDER: Since the 1st January 1996 all British Citizens now need a full 10 year British Passport for all overseas visits. You are not permitted to travel on one year passports.

11. BROCHURE ACCURACY

The information on our official web sites and in our brochure is checked and is known to be correct on the date the brochure went to print. However as this is many months before you take your holiday and despite careful checks it may contain errors or changes after the date of publication. There may be occasions, particularly in low season, when facilities may be withdrawn by accommodation owners or proprietors of other services. Any such changes are regrettably beyond our control and we reserve the right to change the particulars in this brochure. If we become aware of any errors or changes we will inform you at the time of the booking. Public holidays and religious festivals also affect the availability of resort and hotel facilities. The relevant National Tourist Office can provide details of such events and further information regarding your chosen holiday resort.

INFANTS

In accordance with Air Navigation Regulations a child to be classed as an infant must be under 2 years of age on the date of their return flight. The cost of a cot (where applicable) must be paid direct to the hotel by the client. There will be a charge of £20.00 on charter flights.

12. OUR PRICE GUARANTEE

The price of your holiday is fully guaranteed and will not be subject to any surcharges unless specifically stated on your quotation or itinerary (e.g. currency fluctuation clause) and endorsed on our confirmation invoice / receipt. Whilst we reserve the right to increase or decrease brochure price at any time (subject to supply and demand) once you have booked your holiday and paid the deposit, the price for your holiday as shown on your invoice is fully guaranteed and will not be subject to any changes, surcharges or known taxes unless :

- endorsed clearly on our quotation / confirmation invoice
- you subsequently amend your holiday after it is issued.

13. WHAT IS INCLUDED IN YOUR HOLIDAY PRICE

- All travel from UK departure airport to destination airport and return
- In flight hot or cold meal/snack depending on the time of day
- Airport charges including UK passenger charges, foreign airport taxes (unless specifically excluded) and UK airport security charges
- Baggage allowance 20kg or 15 kg
- Transfer from your arrival airport to your holiday accommodation and return as specified
- Accommodation as specified on your final documents, including service charges other than tips and gratuities.
- The services of our Representative or local agents at all destinations
- Car hire where requested and prepaid prior to travel date

14. WHAT IS NOT INCLUDED IN YOUR HOLIDAY PRICE

- Transport between home and airport and return, unless requested and prepaid
- Holiday insurance: We strongly recommend you use the one arranged by Total Leisure Services Ltd.
- Flight supplement if applicable
- Extra services, drinks, laundry, visas, beach umbrellas/chairs, personal items, room service
- Sports/beach facilities and equipment
- Breakage and/or damage caused by you
- Extra facilities you reserve which are listed as supplements in the price panels
- Cot and food for infant
- Excursions

15. CONSUMER PROTECTION

The Air holidays and flights sold by Total Leisure Services Ltd. in the United Kingdom are ATOL Protected, since we hold an Air Travel Organiser's Licence granted by the Civil Aviation Authority. Our ATOL number is ATOL 4980. 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 www.atol.org.uk

16 The 'Information you need to know' feature and other relevant details in our brochure which affect your chosen holiday are incorporated in these conditions and these must be read carefully and accepted by you before you enter into contract with us. Failure to take these matters into consideration before your book may lead to subsequent disappointment for which we cannot accept responsibility

17 This contract is subject to English law and Jurisdiction. All proceedings must be commenced in an English Court of Law.