

MOMENTUM TRAVEL

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Booking Conditions

Please read the following terms & conditions carefully as they will form basis of the contract between you and ourselves, MOMENTUM TRAVEL, which is a trading name of MOMENTUM MOUNTAIN MANAGEMENT LTD. (company reg. 3147653 - England & Wales). Our company's registered office is at 23 Dorset Street, London W1H 4EL and our main place of business is at 162 Munster Road, London SW6 6AT. Momentum Travel is a fully bonded tour operator, licensed by the Civil Aviation Authority, ATOL no. 4538, an accredited IATA agent. In accordance with the requirements of the Package Travel, Package Holidays and Package Tours Regulations 1992, all passengers booked with Momentum Travel are fully protected for the initial deposit and subsequently the balance of all monies paid to us, including repatriation if required, arising from cancellation or curtailment of your travel arrangements due to the insolvency of Momentum Travel. All holidays involving travel by air are covered under the insurance policy arranged by the company with International Passenger Protection Limited.

"In these Booking Conditions, "you" and "your" means all persons named on the booking (including anyone who is added or substituted at a later date). "We" "us" and "our" means Momentum Mountain Management Ltd.

Arrangements made by Momentum Travel

The essence of a holiday arranged by us is INDEPENDENCE. We put the bones of your holiday together but the rest is up to you. We have no resort or airport representatives and as an independent holiday maker, you will have to make contact with agents, car hire/taxi/bus firms, hoteliers and other service providers yourself, some of whom may not speak English. Representative services may be available on request.

Booking, Confirmation and Payments

All provisional telephone/fax quotations for arrangements are given in good faith, without obligation, and are subject to availability and confirmation of the services required. Confirmation of the quotation and availability is usually possible within 48 hours but depends on the speed of response of the service providers concerned.

In order to obtain confirmation of a provisional quotation and of availability, we may ask you to pay an initial deposit of £150 per person before checking with transport carriers and/or providers of accommodation in order to make a reservation for you. If one of the services required is not available (or not available at the price provisionally quoted) we will, of course, refund your deposit in full. However, if availability is confirmed at the quoted price and you decide not to go ahead with the booking, you will forfeit your initial deposit. You should double-check the full costing of arrangements at the time of booking and the amount of any additional deposit payable to confirm your booking. Final costings will be notified to you along with the confirmed quotation.

In order to confirm your chosen holiday, in all cases, a deposit of £150 per person (or full payment if booking within 10 weeks of departure) must be paid at the time of booking.

All premiums for travel/cancellation insurance must be paid in addition to the relevant deposits when you make your booking with us.

Having advised you of the availability of the arrangements required and received your full deposit, we will issue and dispatch a confirmation invoice to you and at this stage a binding contract between us comes into existence. The invoice will show all the details of your holiday arrangements which should be checked carefully and it will state the balance of the price due and the date by which it has to be paid. You will forfeit all deposits paid if you subsequently cancel your holiday more than 10 weeks before the departure date (see cancellation section, below).

The arrangements made for you will be limited to those detailed on your confirmation invoice and the price generally includes any associated taxes, etc. with the notable exceptions of tourist tax in France and levies charged on the cost of hire cars collected from airports, the details of which will be made clear to you at the time of booking.

Whilst in general, the balance due on the price of holiday arrangements made for you must be received by us not less than 10 weeks prior to departure, on rare occasions a part payment of the balance will be due prior to this date and if this applies, details will be given to you at the time your booking is confirmed. If balances and other prepayments are not received by us in full and on time we reserve the right to treat your booking as cancelled by you. In this case the cancellation charges shown below will be payable.

We must be informed of any special requests (full bath, double or twin beds, special meals, etc.) when you make your initial enquiry for a provisional quotation, especially if such requests are an essential condition of you confirming the booking. Whilst we will try to confirm your requests before you accept the reservation, in some cases it may not be possible to guarantee them in advance and any associated costs/supplements will be payable direct to the service provider in the resort/at the airport.

Changes and cancellation by the Client

Changes to tailor-made holidays are more expensive because airlines and accommodation operators can ask for substantial charges when a reservation is modified. We must therefore be advised of any amendments to a booking in writing as soon as possible, after which we will notify you of the charges involved. The minimum charge for any amendment will be £20 per person together with any costs incurred by ourselves and any costs of charges incurred or imposed by any of our suppliers. If a change of accommodation or departure date is involved, we cannot guarantee we will be able to meet any such requests and additional charges may be payable even if we are notified more than 10 weeks prior to departure. For flight inclusive bookings, you must pay the charges levied by the airline

concerned. As most airlines do not permit name changes after tickets have been issued for any reason, these charges are likely to be the full cost of the flight.

Should the number of the clients in a party booking be changed, the price of the holiday arrangements will be quoted on the basis of the new party size. This may cause an increase in the price per person as a result of part cancellation and other party members may have to pay more to take into account under-occupancy in the accommodation or share of transport, etc.

Cancellation will take effect only when written notification of your cancellation is received by us. In all cases of cancellation the deposit and insurance premium and any amendments charges will be forfeit and the following cancellation charges will apply. Where the cancellation charge is shown as a percentage, this is calculated on the basis of the total cost payable by the person(s) canceling, excluding, insurance premiums and any amendments/cancellation charges, which have already been incurred.

<i>Days before departure when written cancellation is received:</i>	<i>Cancellation charge per person canceling</i>
More than 70 days	Deposit & Insurance Premium
69-43 days	50% or deposit if greater
42-29 days	75%
28-0 days	100%

Changes and cancellation by us

Occasionally, we have to make changes to and correct errors in the details relating to your arrangements both before and after bookings have been confirmed and cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so.

Most changes are minor. Occasionally, we have to make a "significant change". "Significant changes" include the following changes when made before departure; a change of accommodation to that of a lower official classification or standard for the whole or a major part of the time you are away, a change of accommodation area for the whole or a major part of the time you are away, a change of outward departure time, change of arrival or departure airport, change of route or overall length of time you are away of twelve or more hours, the closure of the only or all advertised swimming pool(s) at your accommodation for an extended period and, in the case of tours, a significant change of itinerary missing out one or more major destination substantially or altogether.

If we have to make a significant change or cancel, we will tell you as soon as possible, and if there is time to do so before departure, we will offer you the choice of the following options:-

- (a) (for significant changes) accepting the changed arrangements or
- (b) purchasing an alternative holiday from us, of a similar standard to that originally booked if available (if the chosen alternative is less expensive than your original one, we will refund the difference but if it is more expensive, we will ask you to pay the difference) or
- (c) canceling or accepting the cancellation in which case you will receive a full and quick refund of all monies you have paid to us.

Please note, the above options are not available where any change made is a minor one.

If we have to make a significant change or cancel, we will pay you compensation subject to the following exceptions. Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where we are forced to make a change or cancel 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 or we have to cancel because the minimum number of bookings necessary for us to operate your holiday has not been reached - in this case we will notify you by the deadline specified. No compensation will be payable if we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time).

Period before departure a significant change or cancellation is notified to you [or your travel agent]	Compensation per person (excluding infants)
more than 56 days	nil
55 to 14 days	£ 10
less than 13 days	£ 25

Force Majeure

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 contractual obligations is prevented or affected by "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, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

Conditions of Carriage

When travelling, clients are subject to the conditions of carriage of the relevant carrier (airline, railway, bus operator, etc.) and any international conventions that may be in force. Whilst full details of these are available on request, special attention is recommended in respect of the sums insured for the carriage of luggage and sports equipment.

Self-Catering Accommodation

If the arrangements booked include self-catering accommodation, you will be required to pay a damage deposit upon arrival at the accommodation. This must be paid in local currency and its amount varies depending on the size and quality of the accommodation (approx. £100-£2000/unit). Your damage deposit will only be refunded after you have returned home and the cost of any breakages,

extra cleaning, telephone, etc. will be deducted from it. Should your deposit not cover all the expenses to be settled, we will send you an invoice after your return and this must be paid within 10 days of its date of issue.

Clients should note that where we act as an agent in booking your accommodation, we cannot accept responsibility for any break in services, such as gas, electricity and water, over which we have no direct control.

Hazardous Activities

Should you participate in any hazardous activities during the course of your holiday (e.g. heli-skiing, off piste skiing, snow-mobiling, climbing, tobogganing, etc.), you do so of your own choice and at your own risk. If participating in any such activity, you should also ensure that the insurance arrangements you have in place cover you in case of mishap.

Travel Delay

Travel delays do occur from time to time, especially at airports during peak periods, and we therefore recommend that you arrange for insurance to cover such an event. The comprehensive holiday insurance package that can be purchased from us provides for the payment of up to £250 in case of lengthy delays or alternatively, up to £5000 of the cost of holiday arrangements booked if they are completely cancelled after a delay exceeding 24 hours. We regret that we are not in a position to offer you any assistance in the event of delay at your outward or homeward point of departure. Any airline concerned may, however, provide refreshments etc.

Passport, Visa, Health requirements

Clients are responsible for holding the correct travel documents for the country to which they are travelling and these should include a valid passport and any visas that may be necessary. UK nationals should note that the 1 year Visitors' Passport is no longer available but with a full 10 year passport, a visa is not required for tourist travel to USA and Canada for stays up to 3 months. Also, for travel to any EU country from the UK, a suitable identity document is needed, which in the case of UK citizens would be a full passport. For specific information on visas for any country, you should however contact the relevant consular authorities. A full British passport presently takes approximately 4 weeks to obtain. Requirements may change and you must check the up to date position in good time before departure.

At the time of publication no vaccinations are required for travel to Europe, USA and Canada but we recommend you check with your doctor in good time before departure if any specific health requirements are relevant to your travel destination. Further information is also available in the DSS leaflet, "Protect Your Health Abroad". Information on health is also contained in the Department of Health leaflet T6 (Health Advice for Travellers) available from your local Department of Health Office and most post offices. For European Holidays you should obtain a completed and issued form E111 (details in the leaflet T6 referred to above) prior to departure.

Jurisdiction

This contract and all matters arising out of it are governed by English law. We both agree that any dispute, claim or other matter which arises out of or in connection with this contract or your holiday will be dealt with by the Courts of England and Wales only.

Insurance

We consider adequate travel insurance to be essential. Details of the policy we offer are available on request. If you decide not to purchase our insurance, you must provide us with details of your alternative policy (insurer and policy number) when you book your holiday with us. If you fail to do so, we will add the appropriate premiums for the personal travel insurance we offer to your confirmation invoice. These premiums must be paid as soon as possible as cover will not be effective until we receive all applicable premiums in full.

Please read your policy details carefully and take them with you on holiday. It is your responsibility to ensure that the insurance cover you purchase is adequate for your particular needs. We do not check alternative insurance policies.

Momentum Travel's liability to you

The service we provide is to assemble certain elements of a holiday for you and although we do our utmost to ensure that these arrangements conform with your requirements in so far as you have expressed them, all services provided as part of these arrangements are done so by third parties over whose management and operation we have no direct control. Our descriptions of facilities and services therefore depend on information supplied to us by their providers and whilst we take all reasonable steps to ensure their reliability, discrepancies do occasionally occur.

Subject to these Booking Conditions, we accept responsibility should you or any member of your party suffer death, personal injury, illness, loss or damage as a result of any failure to perform or improper performance of any part of our contract with you by any of our employees, agents, suppliers or sub-contractors (providing they were at the time carrying out work authorised by us) except in the following situations. We will not be liable where any failure to perform or improper performance of the whole or any part of our contract was due to:-

- (a) the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or
- (b) those of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable or
- (c) an event which either ourselves or the supplier of the service(s) in question could not have foreseen or avoided even with all due care.

We limit the maximum amount we may have to pay you for any and all claims or parts of claims which do not involve personal injury, illness or death. Except where loss of and/or damage to luggage or personal possessions is concerned or a lower limitation of liability applies to your claim, the maximum amount we will have to pay you for such non personal injury claims if we are found liable to you on any basis is twice the price (excluding insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your holiday.

Where we are not acting as an Agent and where we are found liable for loss of and/or damage to any luggage or personal possessions (including money), the maximum amount we will have to pay you is £30 per person affected as you are assumed to have taken out adequate insurance at the time of booking.

It is a condition of the acceptance of liability set out in clauses above that you notify us of any claim you and/or any member(s) of your party has in accordance with the clause headed "Complaints". 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 ourselves or our insurers any rights they may have to pursue any third party in connection with the claim. You must provide ourselves and our insurers with all assistance we may reasonably require.

Except where otherwise expressly stated in these booking conditions, where any claim or part of a claim concerns or is based on any travel arrangements made by us (including the process of getting on or off the transport concerned) which are provided by any air, sea, rail or road carrier or any stay in a hotel, the maximum we will have to pay you in respect of that claim or that part of a claim if we are found liable to you on any basis is the maximum which would be payable by the carrier or the hotel keeper concerned under the applicable international convention (e.g. Warsaw Convention as amended 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, Athens Convention for international by sea) in that situation. You must give credit for all payments due or received from any carrier or hotelkeeper, which in anyway relate to the claim in question.

Complaints

In the unlikely event that you have any reason to complain or experience any problems with your holiday whilst away, you must immediately inform the supplier of the service(s) in question. Any verbal notification must be put in writing and given to the supplier as soon as possible. Until we know about a problem or complaint, we cannot begin to resolve it. Most problems can be dealt with quickly. If you remain dissatisfied, however, you must write to us within 28 days of your return to the UK giving your booking reference and full details of your complaint. For all complaints and claims which do not involve death, personal injury or illness, we regret we cannot accept liability if you fail to notify the complaint or claim entirely in accordance with this clause.

Accuracy of written material

Clients should bear in mind that in relation to information given about accommodation or the resorts, in the form of hotel or local agents' brochures, it is more difficult to guarantee the accuracy of the way in which facilities may be represented. Such brochures should therefore be regarded as purely indicative of the accommodation in question in the most general of terms.

It should be remembered that during that during low season periods certain advertised facilities and amenities, shops, restaurants, swimming pools, bus services etc. may not operate.

The information shown in the brochures and other written advertising material that we may pass on to you from our suppliers may have changed by the time you come to book your holiday. Whilst every effort is made to ensure the accuracy of this material and the prices detailed, regrettably errors do occasionally occur. You must therefore ensure you check all details of your chosen holiday (including the price) with us at the time of booking.

Safety Standards

Please note, it is the requirements and standards of the country in which any services which make up your holiday are provided which apply to those services and not those of the UK. As a general rule, these requirements and standards will not be the same as the UK and may often be lower.

Flights

Some travel arrangements (e.g. special or restricted scheduled flights) cannot be changed after the reservation has been made and any alteration will incur a 100% cancellation charge. Also, name changes for scheduled flight bookings are not permitted and tickets are not transferable. Cancellation and rebooking will therefore be necessary, depending on the availability, and 100% cancellation charges will apply.

The flight timings given on booking are for general guidance only and are subject to change. The latest timings will be shown on your confirmation invoice. However, the actual flight times will be those shown on your tickets which will be despatched to you approximately two weeks before departure. You must accordingly check your tickets very carefully immediately on receipt to ensure you have the correct flight times. It is possible that flight times may be changed even after the tickets have been despatched: we will contact you as soon as possible if this occurs.

We are not always in a position to confirm the airline, aircraft type, carrier and airport of destination which will be used in connection with any flight included in your holiday. When this information is provided at the time of booking or subsequently, it is subject to change. Any such change will not entitle you to cancel or change to other arrangements without paying our normal charges (see changes and cancellation by the client).

Please note in relation to flights that, by our contract with you, we do not enter into an agreement for carriage by air but rather we only undertake to reserve accommodation onboard the airline advised at the time of booking or such other airline as may be substituted.