

BOOKING CONDITIONS

Your contract is with Far East Gateways. Far East Gateways is a trading name of Northenden Travel Limited. All tours are operated for all persons named on the booking form.

1. How to make a booking: To make a booking Far East Gateways require a signed booking form and deposit. The standard deposit is £150 per person together with a completed signed booking form and the relevant insurance premium. However some of the packages we offer are based on special or promotional fares where it is necessary to issue the tickets at the time of booking. In these circumstances the deposit will be equal to the value of the air tickets issued. If this applies to your booking you will be advised at the time you are quoted what the deposit will be. The deposit / airfare amount will be non-refundable in the event of cancellation. Travel insurance is due to be paid at the time of booking and Far East Gateways will not accept a booking without insurance. Alternative insurance can be arranged but the cover must be equal to or greater than that provided by Far East Gateways. Far East Gateways will accept no responsibility or liability for passengers travelling without insurance. The person signing the booking form does so on behalf of all passengers, and agrees that he is authorised to do so. In signing the booking form these terms and conditions are agreed to. Visit your local ABTA travel agent.

2. Price Policy: Changes in transportation costs, including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes and embarkation or disembarkation fees at ports and airports and exchange rates, mean that the price of your travel arrangements may change after you have booked. However there will be no change within 30 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 to the amount over and above that, plus an administration charge of £10.00 per person together with an amount to cover agent commission. If this means that you have to pay an increase of more than 10% 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 (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid, except for any amendment charges and insurance premiums paid.

The price of your holiday was calculated using exchange rates quoted in the Financial Times

3. Confirmation of booking and Payment details:

The destinations featured in the Far East Gateways brochure are served from the UK by scheduled airlines. As all arrangements are tailor made, flight details, departure and arrival airport, flight times and equipment will be confirmed prior to booking. The booking is only accepted once a confirmation invoice has been issued, normally within 7 days. The final payment must be made 10 weeks prior to departure. For bookings made within 10 weeks of departure full payment must be made immediately.

4. Changes to holiday arrangement by client: Where possible Far East Gateways will amend the confirmed booking at a charge of £35 per person subject to availability, up to 56 days before departure. Within 56 days Far East Gateways will endeavour to change a booking for the above fee but reserve the right to charge cancellation charges as per the following scale. If for any reason a member of the party named on the booking form cannot travel where possible Far East Gateways will transfer the arrangements to another person provided the consent of airlines, hotels and suppliers is granted. The charge for transferring arrangements is £50 per person in addition to any charges that may be levied by any suppliers of services.

5. Cancellation by client: Should it be necessary to cancel confirmed travel arrangements Far East Gateways must be notified in writing. The cancellation will take effect from the day the written confirmation is received. The following scale of charges will be payable.

Prior to 56 days deposit forfeited.
29 - 56 days - 30%.
15 - 28 days - 45%.
07 - 14 days - 60%.
01 - 07 days - 90%.
24 hours or after departure 100%.

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

6. Change in holiday arrangements by Far East Gateways: Every reasonable effort is made to comply with the travel arrangements as detailed on the confirmation invoice. However Far East Gateways reserves the right to make modifications including cancellation if necessary due to circumstances beyond their control. Please note that carriers such as airlines used in the brochure may be subject to change. Such a change is deemed to be a minor change. Other examples of minor changes include alteration of your outbound/inward flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same standard. For any major changes, Far East Gateways will notify clients as soon as possible and where able offer an alternative. Within 56 days of travel compensation will also be paid at the following scale.

15-56 days £30, 0-14 days £40.

7. Far East Gateways responsibility for travel arrangements:

Far East Gateways is a trading name of Northenden Travel Limited, a member of ABTA and fully bonded with the CAA ATOL Licence number 3042. All monies paid are secure. Far East Gateways take care to ensure that proper arrangements have been made for holidays advertised on this brochure. Every effort is made to ensure that the suppliers of services which form part of the holiday such as airlines and hotels are efficient and reputable.

Far East Gateways accepts liability for matters arising as a direct result of their proven negligence and/or breach of contractual duty to exercise care in making travel arrangements for you including any acts or omissions by our employees or agents. Far East Gateways also accepts liability for any proven negligent acts or omissions of suppliers who may provide elements of the holiday arrangements including any claim involving death personal injury or illness. In respect of any claim for carriage by air, sea or rail, the arrangements are subject to the terms and conditions of the carrier and may also be governed by international conventions which may limit liability. Far East Gateways liability will be limited in accordance with these. If any client suffers death, accidental illness or personal injury whilst overseas arising out of an activity which does not form part of the inclusive holiday arrangements made with Far East Gateways, the company shall where appropriate and with discretion help with any claim against the third party responsible, including general assistance and initial legal assistance to the value of £5000 per booking. In the event of a successful insurance claim or claim against a third party Far East Gateways shall recover all costs incurred from the client. It is a condition of booking that all clients take out travel insurance.

Far East Gateways accepts no responsibility during the course of your holiday for, and shall not be liable in respect of expenses, loss, injury or damage caused by force majeure. Events such as strikes, riots, civil strife, political unrest, hostilities, war or threat of war, terrorist activity, medical regulation, industrial disputes, fire, flood, natural and nuclear disaster, technical or weather problems affecting transport or aircraft grounding. In the event that a client is refused boarding by any person in authority being of the opinion that as a result of intoxicating liquor or misuse of drugs either unfit to travel or likely to cause a disturbance, our responsibility for your holiday including any return flight and additional service will cease.

8. Brochure accuracy: Every effort has been made to ensure that the facts in this brochure are correct at the time of going to print April 2007. It is possible however that changes may occur. Where a material change is made, Far East Gateways will notify you as soon as possible. This brochure does not commit

the airlines mentioned within it or any airline whose services are used on the tour.

9. Brochure Pricing: All prices shown throughout this brochure are for guidance only. It is possible that some prices may have changed since the brochure was printed. A tailor-made quotation will be provided at the time of your enquiry. A lot of the prices shown for our chosen properties are based on a low season quote and a high season quote, the seasons vary by country or region, please ask our Consultants for more details. Our prices are based on specially negotiated airline rates (restrictions may apply) and hotel rates, which are subject to availability at the time of booking. Should our special rates not be available, we shall advise you immediately and offer you the option to reserve your holiday at the higher published rates.

10. Disputes: Far East Gateways appreciate that problems can arise. In the event of dissatisfaction with any aspect of the holiday you are required to bring this to the attention of Far East Gateways (or appointed agents, or suppliers) at the earliest possible opportunity. The majority of problems can be resolved immediately. If your complaint is not resolved, written notification should be sent to Far East Gateways within 21 days of your return. In the event that complaints arising out of or in connection with this contract cannot be amicably settled, the complaint may be referred to arbitration. An independent scheme administered by the Chartered Institute of Arbitrators, provides for a simple and inexpensive method of arbitration on documents alone. The scheme is limited to claims of up to £5000 per person or £25000 in total. The scheme does not apply to claims arising from personal injury or illness. It is designed to deal with claims for general compensation arising from breach of contract or negligence. However, if such a general compensation claim includes an element of minor illness or injury, this can be considered by the arbitrator subject to a limit of £1000 pp. Applications for arbitration must be made within 9 months of the date of return from the holiday but in special cases this can be waived. Full details are available from the ABTA web site (www.abta.com).

11. ABTA Statement: Far East Gateways is a member of ABTA with membership number Y064X. ABTA and ABTA members help holidaymakers to get the most from their travel and assist them when things do not go according to plan. We are obliged to maintain a high standard of service to you by complying with ABTA's Code of Conduct. For further information about ABTA, the Code of Conduct and the arbitration scheme available if you have a complaint, contact ABTA, 65-71 Newman Street, London. W1T 3AH. Tel 020 7637 2444 or www.abta.com

12. Travel Delays: In the unlikely event of a delay caused by a non force majeure incident, responsibility for arrangements for meals, overnight accommodation etc will rest with the airline. Under EU law you have rights, in some circumstances to a refund and/or compensation from your airline in cases of denied boarding, cancellation or delay of 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. Your right to a refund and/or compensation from us is set out in clause 6 of our Booking Conditions. If your airline does not comply with these rules you should complain to the Air Transport Users Council on 020 72406061 / www.auc.org.uk.

13. Law: This contract and these terms and booking conditions including liability claims are subject to English Law and the exclusive jurisdiction of the English courts.

14. Travel Insurance: Travel insurance is highly recommended and we would advise you to purchase a policy when booking your holiday. Please contact us for more information.