

COASTLINE BOOKING CONDITIONS

Coastline is a trading name of APS Select Ltd. Registered Office:
Collingbourne House, 140-142 Wandsworth High Street,
London. SW18 4JJ.
Company No.2842310. ATOL No. 3556, AITO Trust No. 1121

Contract

No contract shall exist between the client, which expression shall include all persons on whose behalf the client books, and Coastline (hereinafter the called The Company) until a signed booking form shall have been received with deposits or full payment as applicable and a confirmation invoice issued by The Company. When you receive your invoice, please check all the details carefully to ensure they are correct as this forms the basis of the contract between us. If there are any discrepancies, please bring these to our attention within 7 days of issue; otherwise we will assume the details shown are correct. In the case of telephone bookings made within 10 weeks of departure where payment is made by debit or credit card, a contract shall come into existence immediately we orally confirm the booking. By making such a booking, you are deemed to have accepted these booking conditions which form the basis of all contracts. You must still send a signed booking form to us.

Payment

Full payment, less any deposit pre-paid shall reach The Company not less than 10 weeks prior to departure. The client who signed the booking form shall be liable for full payment for all those persons to whom the form applied and for other persons The Company was subsequently requested to book and in respect of whom The Company issued an invoice. If payment shall not have been received by the due date, The Company shall have the right to cancel the booking, retain the deposit paid and levy cancellation charges. Any money paid to an agent under or in contemplation of a contract is held by the agent as agent for The Company until the date on which the agent pays the money to The Company.

Consumer Protection

The air holidays and flights in this brochure are ATOL protected, since we hold an Air Travel Organiser's License granted by the Civil Aviation Authority. Our ATOL number is ATOL 3556. 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.

AITO Bond - Guests travelling on non-air-inclusive holidays are protected by our AITO Trust Bond NO. 1121. For further information, visit the AITO website at www.aito.co.uk.

Prices

The prices quoted in the Coastline brochure have been casted at £1.30 = £1.00. We reserve the right to increase brochure prices at any time before your booking is accepted. The correct current price will be advised at time of booking. Once your holiday has been confirmed we reserve the right to levy surcharges in the event of transportation costs, government action, such as increases in VAT or any other government imposed increases, and currency in relation to adverse exchange rates.

Even in this case, The Company will absorb an amount equivalent to 2% of the holiday price which excludes insurance premiums and any amendment charges. Should you decide to cancel because of this, you must exercise your right to do so within 14 days from the issue date printed on the invoice. Providing payment is made by the due date at latest, The Company will not however impose any surcharges after payment in full has been received.

Amendments by the client

If you wish to change any details of your booking you must inform us as soon as possible and confirm the details in writing. If we are able to accept the change we will charge an amendment fee of £30 per person for each booking change. However, any changes made within 10 weeks of departure may be treated as a cancellation and cancellation charges will apply as shown. If the change is to increase the number of persons booked, no amendment fee or cancellation charges will apply. The holiday price will be recalculated on the basis of the amended party size and subject to availability. Name changes may be possible on low cost, charter and scheduled flights, but will most likely incur an amendment fee and quite possibly on both legs of the flight.

Cancellation by the client

Cancellation shall take effect only when written notification from the person signing the booking form is received by The Company. In all cases of cancellation the deposit, insurance premium and any amendment charges will be forfeited. The following cancellation fees expressed as a percentage of the total holiday cost, excluding insurance premiums and amendment charges, will become immediately payable to The Company. If a member of your party wishes to cancel, this may mean that the villa booked is under occupied and result in the other members having to pay any applicable supplements.

Notification given	Cancellation charge
More than 10 weeks	Deposit
Within 10 weeks	40%
Within 8 weeks	60%
Within 6 weeks	80%
Within 4 weeks	100%

Insurance is totally non-refundable 14 days from the date of purchase.

Alteration by Coastline

Arrangements for holidays are made many months in advance, and changes can occur. We must reserve the right to make alterations to holiday and brochure details both before and after any booking has been confirmed. Most of these changes are minor and in all cases we will advise you or your travel agent at the earliest possible date. If a significant change becomes necessary you will have the choice of either accepting the change in arrangements, purchasing another holiday from us and paying or receiving any price difference, or cancelling your holiday and receiving a prompt and full refund. A change in flight time, carrier, type of aircraft, or destination airport will not constitute a significant alteration. In all cases of a significant change, we will pay you compensation as detailed below except where the change is made as a result of unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even with all due care which include but are not

limited to those circumstances set out in the 'important note' below. No compensation is payable in respect of minor changes and no other claim for compensation or expenses will be accepted.

Before departure compensation per person

More than 10 weeks	nil
Between 4 and 10 weeks	£15
Between 2 and 4 weeks	£25
Less than 2 weeks	£30

Important note

We regret that we cannot accept liability or pay compensation if we are forced to cancel, curtail or in any way change your holiday or if the performance or prompt performance of our contractual obligations is prevented or affected by circumstances amounting to 'force majeure'. Such circumstances shall include, but are not limited to war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire, technical problems with transport, closure or congestion of airports or ports, adverse weather conditions and similar events beyond The Company's control.

Travel

The flight and car hire information shown in the Coastline brochure and detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. Specific instructions relating to travel arrangements will be sent with your travel tickets approximately 2 weeks prior to departure. The Company cannot give any guarantee of flight departure. We cannot accept any liability for delays in your flight whether the delay is caused by adverse weather conditions, rescheduling of times by the airline, the airport authorities and/or the action of air traffic controllers, mechanical breakdown, strike or industrial action, or otherwise. However, in certain circumstances you may be able to make a claim under the insurance policy arranged by us. Notwithstanding the above, The Company and the carrier will make every effort to reduce the discomfort suffered by you as a result of the delay. When you travel with any carrier the conditions of that carrier will apply, some of which may limit or exclude their liability to you. The Coastline brochure is the responsibility of the tour operator. It is not issued on behalf of and does not commit the airlines therein or any airline whose services are used in the course of your holiday.

Client Liability

The Company or its employees shall be entitled to recover from the client the cost (estimated if not precisely known) of any damage caused by the client. The client undertakes to behave in such a manner as to not prejudice The Company's reputation with the owners/agents of its accommodation, its suppliers or other clients of the company. The holiday of any client in breach of this clause shall be terminated forthwith and The Company shall have no further contractual obligations towards him. As such, the breach of this clause by any one client in any one party booking may cause The Company to demand immediate vacating of the accommodation by every client on the booking form.

Coastline Liability

We accept responsibility for ensuring that the holiday which you book with us is supplied as described in this brochure, and the services offered reach a reasonable standard. If any part is not provided as promised, we will pay you appropriate compensation if this has affected the enjoyment of your holiday. We accept responsibility for the acts/omissions of our employees, agents/owners, suppliers and sub-contractors where they were at the time acting within the course or scope of their employment, agency or contract of supply save where they lead to death, injury or illness except as provided in the 'personal injury' clause below. In respect of the services provided by air our liability in all cases shall be limited in the manner provided by international conventions. In all cases except where personal injury, illness, death, loss and/or damage to luggage or personal possessions results, our liability is however limited to the relevant holiday price of the person(s) affected in total. In the case of loss and/or damage to luggage or personal possessions (including money), we have no liability as you are assumed to have taken out the appropriate insurance cover before travelling.

Personal Injury

We accept responsibility should you suffer death, personal injury or illness 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/owners, suppliers or sub-contractors providing they were at the time acting within the course of their employment except where any failure to perform or improper performance was due to acts and/or omissions or those of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable or an event which either ourselves or the supplier of the service(s) in question could not have foreseen or forestalled even with all due care. In addition, please note that in respect of all services provided by air carriers and villa suppliers, our liability in all cases shall be limited as if we were carriers/villa suppliers within the relevant international conventions. It is however a condition of this acceptance of liability that you notify us of any claim in writing within 28 days of your return from holiday. In the event of such a payment being made, you must assign Coastline and/or our insurers all rights you may have to pursue a claim against any third party and to provide ourselves and our insurers with all the assistance necessary.

Legal Assistance

If any client suffers death, illness or injury by misadventure whilst overseas arising out of activity which does not form part of the foreign inclusive holiday arrangement arranged through us, we shall, at our discretion offer advice, guidance and assistance to help you in resolving any claim you may make against a third party, provided we are advised of the incident within 90 days of occurrence. Where legal action is contemplated our authority must be obtained prior to commencement of proceedings and be subject to your undertaking to assign any costs recovered or any benefits received under the appropriate insurance policy to ourselves. Our costs in respect of the above on behalf of you and your party shall not exceed £5000 in total.

Brochure Information

The information contained within the Coastline brochure is correct to the best of our knowledge at the time of the brochure going to print. The client should bear in mind that in relation to the information given about the destinations, resorts and their facilities, we cannot guarantee accuracy

at all times or that any particular activity will take place as these services are not under our control.

Complaints

Should a problem arise during your holiday please inform a member of Coastline staff and the supplier of the service concerned direct, as soon as possible, who will make every effort to amend the problem. If the complaint cannot be resolved in resort please write to Coastline, Collingbourne House, 140-142 High Street, Wandsworth, London SW18 4JJ, within 28 days of your return from holiday, giving all relevant information. We regret we cannot accept liability in respect of any complaints which are not notified entirely in accordance with this clause. Our resort staff are not authorised to promise any refund in respect of a client's claim and no such promises will be accepted by The Company.

Jurisdiction

These conditions and any contract to which they apply are governed in all respects by English Law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

Insurance

It is a condition of booking that all clients have insurance which provides at least the same level of cover as The Company's recommended policy as detailed in the Coastline brochure. Insurance premiums must be paid at the time of booking the holiday in order for cancellation cover to be effected. If you do not take out The Company's insurance The Company will not be responsible for meeting any sums which would have been covered by the insurance. You will further be responsible for paying to and indemnifying The Company for such sums The Company meets on your behalf.

ABI CODE OF PRACTICE

Important notice

Under the Association of British Insurers General Business Code of Practice we have to bring to your attention some of the important features of your travel insurance policy.

Insurance Policy This contains full details of the cover provided plus the conditions and exclusions which apply to it. You must read the insurance policy carefully.

Conditions and Exclusions There are conditions and exclusions, which apply to individual sections and general conditions, exclusions and warranties, which apply to the whole policy.

Health You must inform Fogg Travel of any pre-existing illnesses/infirmities in the last 12 months relating to all persons on whom the journey or trip plans depend. Insurers reserve the right to either refuse insurance cover or apply restrictions. Simply telephone FOGG TRAVEL - MEDICAL REFERRALS on 01623 635 958 during normal working hours.

Your enquiry will be handled confidentially and you will be advised of the extent of cover that can be provided. You will be given a Helpline reference, and confirmation will be sent/faxed to you. When calling please have:

Details of your illness/condition

Names and dosage of any medication you are taking

What treatment you are receiving

How regularly you receive check ups

Whether or not you are awaiting further treatment at hospital

Property Claims These are settled on an indemnity basis - not on a "new for old" or replacement cost basis.

Policy Limits Most sections of the policy have limits on the amount the insurer will pay under that section. Some sections also include inner limits e.g. for any one item, or for valuables in total.

Policy Excesses Claims under most sections of the policy will be subject to an excess. Where there is an excess, you will be responsible for paying the first part of the claim.

Computer Failure All insurers are excluding any claims which relate to the failure of computers to recognise date changes. Our travel insurance will provide cover for Medical Expenses and Personal Accident claims even if these are caused by computer failure.

Reasonable Care You are required to take all reasonable care to protect yourself and your property and to act as though you are not insured.

Telling Us about Relevant Facts You must tell Insurers or ourselves before you travel about anything which may affect your cover. This information must be complete and adequate. If you are not sure whether something is relevant you should tell us anyway. You should keep a record of any information you give us. If you do not tell Insurers about something that may be relevant your cover may be refused and Insurers may not cover any related claims.

Complaints The Insurance policy includes a Complaints Procedure which tells you what steps you can take if you wish to make a complaint.

Hazardous Holiday Activities The policy may not cover you when you take part in certain hazardous activities e.g. paragliding - please check for details.

Law The contract will be subject to English Law unless otherwise agreed.

PLEASE ENSURE YOU READ YOUR INSURANCE POLICY CAREFULLY.

Fogg Travel Insurance Services Ltd., Crow Hill Drive, Mansfield, NG19 7AE
Tel: 01623 631331 Fax: 01623 420450

For a summary of insurance cover and more information please see our website and check your policy.

Privacy statement

Your continued custom is important to us, but we recognise that your privacy is even more important to you. We would like to keep you up to date with late availability, offers and news items which we feel may be of interest. If you do not wish to receive such information, please email sales@coastline.co.uk, call us on 0844 557 1020 or write to us.