

Booking Conditions

1. Contract

Your contract is with USAirtours Holidays Ltd., the "Company". When you book through an agent and only part of your arrangements are booked through the Company, your contract might be with the agent concerned. All agents are duty-bound to inform you with whom you have contracted - please do not forget to ask. Any monies paid to your travel agent in respect of a contract with the Company are held by them on our behalf. A contract will only exist when we have accepted a deposit and issued our confirmation invoice. Please note that we only offer tailor-made itineraries designed individually to meet the needs of each customer. Flights, accommodation and ancillary products may all be purchased separately if required and consequently we do not sell "package holidays" as defined under the Package Travel Directive. It should be clearly understood that any holiday booked with the Company is done with the knowledge that it is not covered by the Package Travel Directive.

2. Booking confirmation & your responsibility

As the majority of bookings are made over the phone, there is a possibility that either you, your travel agent or us could misinterpret what was said. Consequently we will send confirmation either via your travel agent or directly to you, by post, fax or email. The confirmation will contain the names of the passengers that MUST be correctly spelt and identical to the names shown in the passport (including the initial or first name), the dates and time of travel, departure and arrival cities and other relevant information. As a condition of this contract, you are required to carefully check your written confirmation to ensure that it is correct and exactly matches what you booked. If it is not, you are required to contact your agent or us within 24 hours of receiving your confirmation to inform us of any inaccuracy, and take a note of whom you reported it to. If you do not follow this procedure you have deprived us the opportunity of taking prompt corrective action and any consequential loss shall be your sole responsibility and not the Company.

3. Deposit and payment

A non-refundable deposit of at least £150 per person is required at the time of booking unless you are booking a Special Offer when full payment is required immediately. Where a deposit has been paid, the balance must be received at least 10 weeks before departure. If the balance is not paid in time, we reserve the right to cancel the booking and retain the deposit. All reservations made less than 10 weeks prior to departure require full payment at the time of booking.

4. Prices and surcharges

We do not sell "package holidays" and whilst we make every effort to avoid amending prices, we reserve the right to do so at any time. Once a deposit has been paid, the price of your travel arrangements are still subject to surcharges for reasons including the changing price of fuel, a negative currency movement of the pound versus the dollar or more than 5%, any U.K. or foreign government action such as increases in VAT or other government imposed increases. Therefore the cost of your arrangements may be increased after the contract comes into existence.

5. Changes made by you

Whenever requested changes are possible, the total itinerary costs will be recalculated, taking into account any seasonal flight or occupancy rates, cancellation charges or other supplements and a revised invoice will be issued. Additionally, we will charge you £25.00 per person, per change up to a maximum of £100.00 per booking. Any passenger name or spelling changes are not permitted and are treated as a cancellation - see below.

6. Cancellations made by you

Notice of cancellation must be made in writing directly to the Company. In order to obtain the lowest rates for our customers, the Company accepts very restrictive contractual terms with our suppliers i.e. the supplier's normal terms and conditions do NOT apply. Consequently the Company adopts a universal policy and only accepts bookings from customers on the basis that all monies paid are strictly non refundable.

7. Changes made by the company

With the exception of force majeure (see clause 8) the Company may need to amend certain details of your arrangements, which we reserve the right to do at any time. Minor changes, if they occur, may not necessarily be advised and will not qualify for compensation. In the case of a major change we will inform you as soon as is reasonably possible, if there is time before your departure. A major change is one that we make to your arrangements before departure, such as changing your departure airport (except between Heathrow, Gatwick and Stansted) dependent upon particular circumstances, or a difference of more than 8 hours in departure times, or a change in your resort area or an offer of a lower classification of hotel accommodation. In these cases you have a choice of: (a) Accepting the changed arrangements as notified to you - (b) Purchasing another available arrangement from the Company - (c) Cancelling your arrangement and receiving a full refund. In such circumstances, we will pay you compensation on the following scale. Period before scheduled departure within which a major change is notified to you - Compensation per person: 57 days or more - deposit

paid; 56-0 days - a sum equal to the total amount paid to the Company. Once a change has been confirmed and accepted by you, no further claims for compensation or additional expenses will be allowed. In no case will we pay compensation or accept any liability if the change is due to force majeure see clause 8 below.

8. Cancellations made by the company due to force majeure

Occasionally the Company is forced to cancel travel arrangements for reasons of 'force majeure' which for contractual clarity is defined as "unusual and unforeseeable circumstances beyond our control, the consequences of which we could not avoid even with the exercise of all due care, including (by way of example only) war or threat of war, riots, civil strike, industrial dispute, terrorist activity, natural or nuclear disaster, fire or adverse weather conditions, computer reservation system malfunction or airline rescheduling." In all cases of force majeure the Company's liability shall be limited to the company's choice of: a) Providing a refund or a credit note (less an admin fee of £75 per person) or b) Supplying an alternative equivalent holiday on a suitable date. In no circumstances will any compensation be payable where the Company has had to cancel travel arrangements due to force majeure.

9. Flights (When applicable)

(a) Details of the relevant aircraft operator, aircraft type, routing and destination will be given to you before your booking is confirmed. Please note however, that it is sometimes necessary to change the airline, aircraft type, routing (e.g. from direct non-stop to indirect with stops) after you book and, if this happens, you will not be entitled to cancel without penalty nor will compensation be paid.
(b) The airline's standard conditions of carriage will apply which may limit the airline's liability to you in certain circumstances. Copies of these are available on request. Airline re-scheduling, flight timings and aircraft types are subject to such matters as regulatory control, maintenance requirements, weather conditions and the ability of passengers to check in on time. In the event of delay, responsibility for making special arrangements will rest with the airline concerned and the Company will not be in a position to assist you. In extreme cases you may be entitled to compensation under your insurance policy. You are strongly recommended to contact the airline before commencing each flight to reconfirm its departure time.

10. Brochure accuracy and special offers

Every effort has been made to ensure the accuracy of description, information and prices, however it is possible that an advertised facility may be withdrawn or changed: whenever practical, we will advise of such changes.

11. Problems whilst away

Whilst unlikely, it is possible that problems can occur whilst on your trip, and in most instances these can be resolved, providing you take action straight away. It is therefore ESSENTIAL that you should try to resolve any problem on the spot with the relevant supervisor from your hotel, car rental company, airline etc. If you are still dissatisfied, then you must give us the opportunity to resolve your problem immediately by calling our 24 hour freephone emergency telephone number 1 866 359 3412. Failure to do so will absolve USAirtours of all responsibility in the settlement of any subsequent claim. In the unlikely event that your problem is not resolved on the spot, then you must report it to the Company, in writing, within 28 days of your return home. It is a condition of this contract that you follow this simple procedure. If you fail to do so, we cannot accept responsibility as we have been deprived of the opportunity to investigate and rectify the problem.

12. Our liabilities to you (Flight only)

In respect of carriage by air, our liability in all cases will be limited in the manner provided by the relevant international convention, copies of which are available on request. Please note that in accordance with Air Navigation Orders, infants must be under 2 years of age on the date of their return flight, to qualify for infant status.

13. Our liabilities to you (Other than flight only)

(i) We accept responsibility for ensuring the holiday/arrangement which you book with us is supplied as described in this brochure or by the Company's employee 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 proven acts and/or omissions of our employees, agents and suppliers whilst acting in the course of their employment, except where they lead to death, injury or illness. Our liability in all cases shall be limited to a maximum of twice the holiday cost.
(ii) We accept responsibility for any death, injury or illness caused by the proven negligent acts and/or omissions of our employees or agents together with our suppliers and sub-contractors, servants and/or agents of the same whilst acting within the scope of, or in the course of their employment in the provision of your holiday/arrangement.
(iii) In respect of carriage by air, sea and rail and the provision of accommodation our liability in all cases will be limited in the manner

provided by the relevant international conventions. Copies of these are available on request.

(iv) If any client suffers death, illness or injury whilst overseas arising out of an activity which does not form part of the foreign inclusive holiday arrangement or excursion arranged through us, we shall, at our discretion offer advice, guidance and assistance to help you in resolving any claim you may have against a third party, provided we are advised of the incident within 90 days of the 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 an appropriate insurance policy to ourselves. Our costs in respect of the above on behalf of you and your party shall not exceed £5,000 in total.
(v) Our brochure is the responsibility of the tour operator; it is not issued on behalf of, and does not commit the airlines mentioned therein or any airline whose services are used in the course of the tour.

14. Special requests

Requests for adjacent or non-smoking rooms, etc. should be made at the time of booking. Whilst making every effort to obtain such facilities, we cannot guarantee their provision and such requests form no part of the contract. To eliminate error, specific airline seating arrangements, meal requests and any wheelchair requests should be made by passengers directly with the airline. It should be noted that your air ticket provides you with transportation from your city of departure to city of arrival and is no guarantee of a particular seat aboard which the airline reserves the right to change, even after confirmation.

15. Financial protection - ATOL

i) The Company holds an ATOL licence No.3085 issued by the Civil Aviation Authority (CAA) for your financial protection in the unlikely event that the Company became insolvent.
ii) The Company also offers customers the opportunity to purchase 'Failure of Scheduled Airlines Insurance' subject to the conditions of the policy wording available on our website (www.usairtours.co.uk) or upon request. Failure of Scheduled Airlines Insurance provides financial protection relating to scheduled Air Flights in the event that the Scheduled Airline ceases trading due to bankruptcy / liquidation. IMPORTANT NOTE: Failure of Scheduled Airline Insurance does not cover any booking made on any operating airline after it has entered into 'Chapter 11 Bankruptcy Protection' or similar. Customers electing to purchase flights on these airlines do so in the full knowledge that there is no financial protection or refund should their airline cease trading and that the Company has fulfilled its contractual obligations. This contract is made on the terms of these booking conditions which are governed by English Law and both parties shall submit to the jurisdiction of English Courts at all times.

16. Tape recording of telephone calls

Telephone calls are randomly taped for staff training, to maintain customer service standards and where possible to resolve customer queries.

17. Health matters

Please refer to the Department of Health booklet "Health Advice to Travellers" available at main post offices or by phoning 0800 555 777 or on website www.doh.gov.uk/traveladvice/index.htm

18. Passports & Visas

Before departing for the USA you are required to obtain travel approval from the online Electronic System for Travel Authorisation (ESTA) if you wish to enter the USA on the current Visa Waiver Program (VWP). It is operated by the US Department of Homeland Security free of charge. The minimum pre-departure approval time is 72 hours but we strongly recommend it is completed immediately after booking as in the unlikely event that ESTA approval is declined you will require sufficient time to apply for a Visa from the US Embassy. A link to the ESTA website is available via www.usairtours.co.uk ESTA information is required in addition to that required through the Advanced Passenger Information System (APIS) which should be completed online via your airline's website. Conditions relating to the VWP are subject to change and you are strongly advised to check with the U.S. Embassy information line before purchasing your tickets by calling either their automated information line on 09068 200 290 or the operator assisted line on 09042 450 100 or visit www.usembassy.org.uk. Please allow sufficient time for your visa application to be processed before your departure date. Important safety related information regarding all of our overseas holidays can be found at the Foreign Office website www.fco.gov.uk

19. Data protection

Airlines and cruise lines are required by U.S. law to provide U.S. authorities with information relating to customers travel arrangements including but not limited to name, itinerary and passport information and consequently the travel information collected by us will be passed to the U.S. authorities.

These conditions replace any previous conditions printed before 01/12/2008

Agent's Stamp

Freephone - 08000 350 149

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