

Terms and Conditions

The following Booking Conditions together with the General Information contained in our brochure or on our website (depending on how you made your booking) form the basis of your contract with Erna Low Consultants Limited ("we" and/or "us") trading as Erna Low, registered office - 9 Reece Mews, London SW7 3HE, Company Registration number – 2374247 or the owners of the properties or other services featured in this brochure/on our website. Please read them carefully as they set out each parties' respective rights and obligations.

Special Note

We act as agents for the owners of the accommodation we feature ("accommodation suppliers") and for the train operators and car hire companies ("transport suppliers") referred to in our brochure / on our website. We also act as agents for the suppliers of any taxi transfers/ski school/ski equipment/ski passes you book with us. When confirming your arrangements where you do not book a "package holiday" (see below), we do so as agents for the accommodation, transport, taxi transfer, ski school, ski equipment or ski pass suppliers with whom you will have a contract. You will not have a contract with us for such arrangements where they do not form part of a package holiday. The relevant supplier's terms and conditions will apply, copies of which are available on request. However if you book a package holiday through us, once your package holiday has been confirmed (by the issue of our confirmation invoice to you or your travel agent) you will have a contract with us for that package holiday. We will accept responsibility for the package holiday in accordance with these Booking Conditions as an "organiser" under the Package Travel, Package Holidays and Package Tours Regulations 1992.

A "package holiday" is a combination of at least two out of

- (a) transport
- (b) accommodation or
- (c) other tourist services not ancillary to any transport or accommodation and forming a significant part of the arrangements, where the arrangements making up this combination are booked through us at the same time at an inclusive price and which last at least 24 hours or include overnight accommodation.

Please note that if you book arrangements which do not constitute a package holiday and we have issued our confirmation invoice in respect of those arrangements, any additional arrangements you subsequently book will be treated as a separate booking. The additional arrangements will not operate to convert your original booking into a package holiday even where had those additional arrangements been booked at the same time as the original arrangements a package holiday would have been booked. Please also note that should you book and pay for accommodation only and decide to add extras such as (and not excluding) ski passes, ski equipment or ski school at the same time or at a later date, your booking will not as a result become a "package holiday". In this case, we act only as agent and you will have a contract with the accommodation owner and a separate contract with the supplier of the ski pass/ski equipment/ski school.

If you do not book a package holiday through us, (for example your booking is for accommodation only), conditions 1-15 and 17-20 below will apply to your booking (but not clauses 16, 21 -26). If you book a package holiday, all clauses except clauses 2b, 2c and 11 will apply.

These Booking Conditions only apply to holiday arrangements which you book with us in the UK and which we agree to make, provide or perform (as applicable) as part of our contract with you in accordance with the terms set out below. All references in these Booking Conditions to "holiday", "accommodation", "booking", "contract", "package", "tour" or "arrangements" mean such holiday arrangements.

1. How to Book

Once you have chosen the arrangements you wish to book please contact us by phone or email. Our staff will be delighted to answer any questions you may have. We will then check the price and availability of those arrangements. PLEASE NOTE THAT IT IS YOUR RESPONSIBILITY TO READ THESE BOOKING CONDITIONS before making a booking. By asking us to confirm your booking we are entitled to assume that you have read, understood and agree to these booking conditions. By making a booking with us, the party leader guarantees that he/she has the authority of all party members (and by their parent or guardian for all party members who are under 18 when the booking is made) to make the booking on the basis of these booking conditions.

If you have any additional requirements (such as ski passes, ski and boot hire etc.) please let us know at the time of booking. If you do not advise us at the time of booking, it may not be possible for these to be provided if you request these at a later stage. Additionally, for certain holidays, price reductions on the accommodation element are only available if certain additional items such as ski passes are booked at the same time as the accommodation. Please also refer to the price details of the property in question.

2. Payment

(a) In order to confirm your chosen arrangements, a deposit of 25% of the total holiday cost of the arrangements per person (or full payment if booking within 10 weeks of the date your arrangements are due to commence) must be paid at the time of booking.

The balance of the holiday cost must be received by us not less than 10 weeks prior to the date your arrangements are due to commence. This date will be shown on the confirmation invoice. Reminders are not sent. If we do not receive all payments due (including any surcharge where applicable) in full and on time, we and/or the accommodation supplier reserve the right to treat your booking as cancelled by you. In this case the cancellation charges set out in clause 6 will be payable.

Payment can be made by any of the following methods. Visa, Mastercard (NB. a 2% administrative fee will be charged to you if you pay by credit card), Switch or Delta. If you wish to pay by credit card or debit card, please give your card number, expiry date, issue number and full name as it appears on the card and the card billing address. Should you wish to pay by cheque, please also provide us (at the time of booking) with valid credit or debit card details. If we do not receive your cheque within 4 days of the booking being made we reserve the right to debit the card according to the payment conditions above. A charge of £10 will be payable by you if we have to present any dishonoured cheques to the bank. Please note: We do not accept payment by cheque within 10 weeks of the date your arrangements are due to commence.

In line with our commitment to Responsible Tourism we will at the time of booking add a small charge to the total booking which will go towards funding carbon reduction programmes aiming to offset carbon dioxide emissions. Please see the section on Responsible Tourism in our brochure (page 4) for further details. You are however entitled to opt out of paying this charge - please advise our reservation staff at the time of booking.

Once we have received your booking and all appropriate payments, we will subject to availability, confirm your agreements by issuing a confirmation invoice. Contact us immediately if any information which appears on the confirmation or any other document appears to be incorrect or incomplete as it may not be possible to make changes later. We regret we cannot accept any liability if we are not notified of any inaccuracies in any document within seven days of our sending it out or five days for tickets (or within 24 hours if your travel date is within 2 weeks).

The prices shown in our brochure were calculated in April 2010 on the basis of then known costs and exchange rates. Subject to the correction of any errors, these prices are available when this brochure is published. However, we must reserve the right to increase or decrease them at any time after brochure publication. Where we act as principal, our costs may change and/or may be affected by exchange rate fluctuations. The current prices of our holidays are shown on our website and are available by telephoning us on 0845 863 0525. Please ensure you have checked the price of any holiday you are interested in before making your booking. We reserve the right to make changes to and correct errors in advertised prices at any time before your arrangements are confirmed. We will advise you of any error of which we are aware and of the then applicable price at the time of booking. Please note, changes and errors occasionally occur. You must check the price of your chosen arrangements before making your booking.

(b) Where we act only as agent we will have no responsibility for any errors in any documentation except where those errors were made by ourselves. Any acceptance of such responsibility will also be subject to the time limits set out in this clause for notifying us of any inaccuracy.

(c) Where we act only as agent, the supplier of the services concerned has the right to increase the advertised prices of services in question at any time before a booking is confirmed. Fluctuation in exchange rates where we pay the principal in a different currency to that in which you make payment to us will affect the amount payable. Where we act only as agent we reserve the right to pass on to you in full, both before and after your booking has been confirmed, all additional costs and charges of whatever nature imposed by the supplier in accordance with its own terms and conditions

3. Your contract

Please note: For all bookings made within 10 weeks of the date your arrangements are due to commence a contract shall come into existence between you and us (if you have booked a package holiday) or you and the supplier of the services concerned (for all other bookings) once you have given us your booking details, we have confirmed your booking to you verbally or by email and you have authorised us to take payment (and we have done so) using your credit or debit card details.

For all bookings made more than 10 weeks before the date your arrangements are due to commence, a contract shall come into existence between you and us (if you have booked a package holiday) or you and the supplier of the services concerned (for all other bookings) once we have received your booking and all applicable payments and we have dispatched our confirmation invoice to the party leader or your travel agent.

We both agree that English Law (and no other) will apply to any contract you have with us and to any dispute, claim or other matter of any description which arises between us (except as set out below). We both also agree that any dispute, claim or other matter of any description (and whether or not involving any personal injury) which arises between us must be dealt with by the Courts of England and Wales only unless, in the case of Court proceedings, you live in Scotland or Northern Ireland. In this case, proceedings must either be brought in the Courts of your home country or those of England and Wales. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract and any dispute, claim or other matter of any description which arises between us governed by the law of Scotland/Northern Ireland as applicable (but if you do not so choose, English law will apply).

Please note: We may, at our discretion verbally agree to hold a provisional reservation for you in respect of accommodation only - "an option". An option does not bring into existence a contract. It may not be possible to hold options for peak dates. Please call to inform us if you wish to cancel an option. In any event an option will automatically expire 2 days from the date it is held by us if we have not received written or verbal confirmation of your booking and the deposit from you. We will not hold options if the date your chosen arrangements are due to commence is within 10 weeks of you requesting the option.

4. Brochure and website accuracy

We have done our best to ensure that all descriptions, information and prices contained in our brochure and website are correct and accurate in accordance with the latest information available at the time of publication. Regrettably however changes and errors do occur and we reserve the right to make changes and correct these errors. You must therefore ensure you check all details of your chosen holiday (including the price) with us or your travel agent at the time of booking.

Our prices are based on the exchange rates as shown in the Financial Times Guide to World Currencies in April 2010, in relation to the following currencies: Euro, Swiss Francs, US dollars and Canadian dollars.

We will notify you of any changes (of which we are aware) when you make your booking however we regret that we cannot inform you of changes in subsequent brochure editions once your booking has been made except as set out below. The photographs, plans and descriptions featured may not always show the individual accommodation which we reserve for our clients - they are there to give a general impression. Apartment plans and descriptions are given as examples of what is available. They do not necessarily represent the type of accommodation which will be allocated to you on arrival as many apartments are individually built with slightly differing characteristics. The number of beds in each apartment will be correct, however room configuration and bed type might be subject to change, this includes mezzanine and duplex arrangements. There may be occasions, especially in low season, when facilities, may be withdrawn or reduced by the individual accommodation owners or resorts. Where we become aware of this and where we believe any withdrawal may have a significant affect on your arrangements, we will let you know of the withdrawal as soon as reasonably possible.

5. Booking alterations

Should you wish to make any changes to or cancel any part of your confirmed arrangements, you must notify us in writing as soon as possible. Whilst we will endeavor to assist, we cannot guarantee we will be able to meet any such requests. Where we can, an amendment fee of £25 per person/per booking will be payable together with any costs incurred by ourselves and any costs or charges incurred or imposed by the accommodation supplier and/or any other suppliers concerned. It should be noted that once booked, any change to any arrangements you may have made (e.g. flights, trains, ferries, Eurotunnel, ski hire and ski passes etc.), could make you liable to pay 100% of the cost of those arrangements again for any change made. If you should lose your tickets (and you have purchased these arrangements from us) we will contact the individual supplier and the relevant costs will be payable by you.

Please note that refunds are not usually due on any unused arrangements such as equipment hire, ski passes and ski school. Where we are able to offer a refund from the supplier of the arrangements in question we will pass it on to you at our discretion minus an amendment fee of £30 to cover our administration costs.

6. Cancellation

Should you or any member of your party have to cancel their booking, the party leader should immediately inform us in writing. Your notice of cancellation will only be effective when it is received in writing by us at our offices. The following cancellation charges will be payable where you have booked a package holiday. Where the cancellation charge is shown as a percentage, this is calculated on the basis of the total cost payable by the person(s) cancelling excluding amendment charges. Amendment charges are not refundable in the event of the person(s) to whom they apply cancelling.

Period before scheduled departure date within which notification is received by us	Cancellation charge per person cancelling
More than 56 days	Deposit
42-56 days	40%
29-41 days	50%
15-28 days	70%
0-14 days	100%
Departure date/no show	100%

Where you cancel arrangements which do not constitute or form part of a package holiday, the cancellation charges of the relevant supplier will apply. Please ask for details of these at the time of booking. We will also be entitled to levy an administration charge in addition to these cancellation charges.

Depending on the reason for your cancellation, cancellation charges can normally be claimed back through your insurance policy.

Please note, charges apply if you cancel any part of your booking. Please see clause 5 above.

Where any cancellation reduces the number of full paying party members below the number on which the price, number of free places and/or any concessions agreed for your booking were based, we will recalculate these items and re-invoice you accordingly.

7. 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 or you otherwise suffer any damage or loss as a result of "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, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

8. Special requests and Medical Problems

Please let us know any special requests you may have at the time of booking. Although we will endeavor to pass any reasonable requests on to the relevant supplier or property owner concerned, we regret we cannot guarantee any request will be met. Failure to meet a special request will not constitute a breach of your contract. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met.

If you or any member of your party has any medical problem or disability which may affect your arrangements or has any special requirements as a result of any medical condition or disability (including any which affect the booking process), please tell us before you confirm your booking so that we can assist you in considering the suitability of the arrangements and/or making the booking. In any event, you must give us full details in writing at the time of booking and whenever any change in the condition of the disability occurs. You must also promptly advise us if any medical condition or disability which may affect your holiday develops after your booking has been confirmed. If we or the supplier of the service in question reasonably feel unable to properly accommodate the particular needs of the person concerned, we must reserve the right to decline their reservation or, if full details are not given at the time of booking or the condition/disability develops after booking, cancel when we become aware of these details.

Travelling when pregnant: please note that some airlines/carriers do not permit women who will be 27 weeks pregnant or more on the date on the outward journey of travel. We cannot accept any liability in the event that you are refused travel due to this reason or any other connected with your pregnancy.

9. Passports, visas and health requirements

British citizens require a full ten year British passport valid for at least six months after the end date of the arrangements. If you or any member of your party is 16 or over and haven't yet got a passport, our recommendation is that you should apply for one at least 6 weeks before the date your arrangements are due to commence. The UK Passport Service has to confirm your identity before issuing your first passport and from October 2006 you will have to attend an interview in order to do this.

Please note that if you are travelling to the USA, you must ensure that your passport is machine readable. If you are unsure whether your passport is machine readable, please ask at the time of booking. Recent changes to the visa-waiver programme also now require travellers to obtain authorisation (known as ESTA) before departing the UK. You can apply online at <https://esta.cbp.dhs.gov> and the application process takes approximately 15-20 minutes. Authorisation is normally granted immediately but may take up to 72 hours. We recommend that you apply for authorisation at the time of booking or at least 72 hours before your flight to ensure that you are able to travel. Those making late bookings can still apply, but there is risk that they may not receive immediate confirmation. Once granted, authorisation is valid for two years. You do not need to have firm plans to travel to apply for authorisation. Until further notice, you will still need to complete the green I-94W non-immigrant visa waiver form onboard your flight. Please note - in certain limited situations you may require a Visa to travel to the US even though you have a machine readable passport. Please contact the US Embassy at www.usembassy.org.uk.

British citizens do not require a visa for France, Switzerland, Austria, Italy, Bulgaria, Slovenia, USA or Canada at the time of going to press (except as set out above). This information is particularly subject to change at short notice and you must check the actual requirements for the places you are visiting in good time before departure. Please note: Arriving passengers in the USA may have a digital photograph and have inkless digital scans taken of their index fingers.

If you or any member of your party is not a British citizen or holds a non British passport, you must check passport and visa requirements with the Embassy or Consulate of the country(ies) to or through which you are intending to travel.

Information on health is contained in the Department of Health leaflet T7 (Health Advice for Travellers) available from your local Department of Health office and most Post Offices. For European holidays you should obtain an EHIC (European Health Insurance Card) prior to departure from the Department of Health (see leaflet T7 and the website www.dh.gov.uk). At the time of going to press there are no compulsory formalities for the destinations we feature but please bear in mind that requirements do change and you must check the up to date position in good time before the date your arrangements are due to commence. For all travellers abroad there is a risk of stomach upset due to a change in climate and eating habits. Illness can and does occur in ski resorts and we suggest that you contact the resort's doctor if you suffer any worrying illness during your stay. If you have any concerns before your holiday please consult your GP.

It is your responsibility to ensure that you are in possession of all necessary travel and health documents before departure. All costs incurred in obtaining such documentation must be paid by you. We regret we, nor the accommodation supplier concerned or other suppliers cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry correct documentation. If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly.

Current travel advice can be obtained from the Consular Department of the Foreign and Commonwealth Office. For up to date travel information please look at www.fco.gov.uk

10. Swimming pools

The 'Direction departementale action sanitaire et sociale' in France states that no swimming pool should be heated over 27 degrees as a health and safety measure. This may mean that indoor swimming pools in France will be slightly colder than in Britain. Please note, some of the swimming pools at the properties do not have depth markings and there will be no life guards on duty.

11. Liability for arrangements which do not form part of a package holiday

You must take all necessary steps to safeguard your personal property. No liability is accepted by us in respect of damage to, or loss of, your personal property except where it results from our negligence or our employee's negligence (providing they were at the time acting in the course of their employment with us).

Your contract for the service(s) you have booked is with the supplier(s) of the service(s) concerned. We accept no liability in relation to the service(s) (for example accommodation) itself or for the acts or omissions of the supplier(s) concerned. The terms and conditions of the supplier(s) (if any) will apply to your contract (copy available on request).

However, in the event that we are found liable on any basis whatsoever our maximum liability to you if we are found to have been at fault in relation to any service we provide as agent for the supplier concerned (as opposed to any service provided by the supplier for whom we are not responsible) is limited to twice the cost of the booking in question. We do not exclude or limit any liability for death or personal injury which arises as a result of our negligence or that of our employees whilst acting in the course of their employment.

If an accommodation, transport, taxi transfer, ski school, ski pass or ski equipment supplier cancels your booking or makes a material change to it which is unacceptable to you at any time after confirmation, we will try to find suitable alternative arrangements to offer you. We are not however obliged to do so as we act only as agent (see above). If we are unable or unwilling to do so, or if you would prefer, you are entitled to receive a full refund of all monies you have paid (excluding amendment charges) from the supplier concerned.

12. Your liability to us

When you book with us, you accept full responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss must be paid by you to the accommodation / other supplier concerned. If you fail to do so, you will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full legal costs) as a result of your actions.

You undertake to behave with propriety and in such a manner as in no way to cause distress, damage, danger or injury to other clients, property, our employees and/or any third party. The contract of any client in breach of this clause shall be terminated forthwith and we and the accommodation / other supplier concerned shall have no further contractual obligations to you. In this situation, the person(s) concerned will be required to leave the accommodation or other service. No refunds will be made and we and the accommodation / other supplier concerned will not pay any expenses or costs incurred as a result of the termination.

Most suppliers require you to pay a security deposit direct to the supplier on arrival at your accommodation. The security deposit will normally be used as payment towards the cost of any damage or loss caused by you or any member of your party. Please note that these security deposits form no part of your contract with us. We cannot accept any responsibility nor can we play any role in resolving any dispute you may have with a supplier regarding the security deposit. In the event of any such dispute you must resolve this directly with the supplier concerned. You are strongly advised to check the accommodation on arrival for any damage/missing items and bring this to the supplier's attention straight away.

13. Holiday feedback

We are always very interested in hearing your comments on your arrangements. Clients' complaints, which fortunately are very rare, will be forwarded to the individual accommodation/other supplier concerned and dealt with according to their instructions. In the event of a complaint concerning any aspect of your arrangements, you should immediately report it to the Erna Low representative in the resort and/or the Erna Low London office as well as to the relevant accommodation/other supplier. If the matter cannot be resolved on the spot and you wish to take it up on your return, we must be notified in writing within 28 days of the date your arrangements ended. If, despite our best efforts and having followed the above procedure for reporting and resolving your complaint, you feel that it has not been satisfactorily settled, we recommend that it is referred for arbitration under the ABTOT Travel Industry Arbitration Service. An independent Arbitrator will review the documents relating to any complaint and deliver a binding decision to bring the matter to a close. Details of this scheme are available from the Travel Industry Arbitration Service, administered by Dispute Settlement Services Ltd at Old Exchange House, Marford Road, Wheathampstead, Herts, AL4 8AY or from ABTOT, Tower 42, Old Broad Street, London EC2N 1HG. This Scheme cannot however decide in cases where the sums claimed exceed £1,500 per person or £7,500 per booking, or for claims which are solely or mainly in respect of a physical injury or illness or the consequence thereof. If you fail to follow this simple complaints procedure, your right to claim any compensation you may otherwise have been entitled to may be affected or even lost as a result.

Please note: If you have not booked a package holiday, any assistance we provide is given in our capacity as agent and on a goodwill basis only.

14. Travel insurance

It is a condition that you and your party obtain suitable Wintersports Insurance, from a reputable provider at the time of booking, which must include at least the following:

- Emergency medical expenses including, amongst other costs mountain rescue, ambulance charges and repatriation
- Cancellation of your trip or curtailment (cutting short your trip)
- Personal liability to include, amongst other liabilities;
- 1. Damage caused by your negligence to the property in which you are staying.
- 2. May not exclude claims made by travelling companion (other than family).
- Travel and transfer delays and missed departure which must include amongst other costs additional costs incurred in the event of a delay beyond your or our control
- Activities in which you are likely to participate and in particular off-piste skiing with or without a guide (it is possible to ski off-piste inadvertently).

Note: There are of course other sections to a Wintersports Insurance policy such as baggage, legal expenses, ski equipment, personal accident and so on.

15. Conditions of Suppliers

Many of the services which make up your arrangements are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions (see clause 16(4) below). Copies of the relevant parts of these terms and conditions are available on request from ourselves or the supplier concerned.

16. Our Liability to you for package holidays

(1) We promise to make sure that the arrangements we have agreed to make, perform or provide as applicable as part of our contract with you are made, performed or provided with reasonable skill and care. This means that, subject to these booking conditions, we will accept responsibility if, for example, you suffer death or personal injury or your contracted holiday arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted arrangements. Please note it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers).

(2) We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following:

- the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or
- the act(s) and/or omission(s) of a third party not connected with the provision of your arrangements and which were unforeseeable or unavoidable or
- 'force majeure' as defined in clause 7 above

(3) Please note, we cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which your accommodation/other supplier agrees to provide for you where the services or facilities are not advertised in our brochure/on our website and we have not agreed to arrange them and any excursion you purchase in resort. Please also see clause 18 "Excursions Activities and Brochure/Website Information". In addition, regardless of any wording used by us on our website, in any of our brochures or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you.

(4) The promises we make to you about the services we have agreed to provide or arrange as part of our contract - and the laws and regulations of the country in which your claim or complaint occurred - will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint complied with local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and regulations of the UK which would have applied had those services been provided in the UK. The exception to this is where the claim or complaint concerns the absence of a safety feature which might lead a reasonable holiday maker to refuse to take the arrangements in question.

(5) As set out in these booking conditions we limit the maximum amount we may have to pay you for any claims you may make against us.

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 £35 per person affected unless a lower limitation applies to your claim under this clause or clause 16(6) below. You must ensure that you have appropriate travel insurance to protect your personal belongings.

For all other claims which do not involve death or personal injury, if we are found liable to you on any basis the maximum amount we will have to pay you is twice the price (excluding insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim under clause 16 (6) below. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your arrangements.

(6) Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any air, sea, rail or road carrier or any stay in a hotel, the maximum amount of compensation we will have to pay you will be limited. The most we will have to pay you for that claim or that part of a claim if we are found liable to you on any basis is the most the carrier or hotel keeper concerned would have to pay under the international convention or regulation which applies to the travel arrangements or hotel stay in question (for example, the Warsaw Convention as amended or unamended and the Montreal Convention for international travel by air and/or for airlines with an operating licence granted by an EU country, the EC Regulation on Air Carrier Liability No 889/2002 for national and international travel by air, the Athens convention for international travel by sea and the Berne Convention for international travel by rail). Please note: Where a carrier or hotel would not be obliged to make any payment to you under the applicable International Convention or Regulation in respect of a claim or part of a claim, we similarly are not obliged to make a payment to you for that claim or part of the claim. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question. Copies of the applicable International Conventions and Regulations are available from us on request.

(7) Please note, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description (1) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you or (2) which did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers. Additionally we cannot accept liability for any business losses.

(8) You must provide ourselves and our insurers with all assistance we may reasonably require. You must also tell us and the supplier concerned about your claim or complaint as set out in clause 12 above. If asked to do so, you must transfer to us or our insurers any rights you have against the supplier or whoever else is responsible for your claim or complaint (if the person concerned is under 18, their parent or guardian must do so). You must also agree to cooperate fully with us and our insurers if we or our insurers want to enforce any rights which are transferred.

17. Services in resort

Local services such as resort shuttle buses are run by local companies which are unconnected with us or the accommodation/other suppliers we feature and as such we have no control over them. These do not form part of any contract you have with us and we have no liability whatsoever for these. Please also see clause 16 above and clause 18 below.

18. Excursions and local activities

The information contained in our brochure and on our website is correct to the best of our knowledge at the time of the brochure going to print/being placed on our website. We may provide you with information (in our brochure, on our website and/or when you are on holiday) about activities and excursions which are available in the area you are visiting.

We have no involvement in any such activities or excursions which are neither run, supervised nor controlled in any way by us. They are provided by local operators or other third parties who are entirely independent of us. They do not form any part of your contract with us even where we suggest particular operators/other third parties and/or assist you in booking such activities or excursions in any way. We cannot accept any liability on any basis in relation to such activities or excursions and the acceptance of liability contained in clause 16 of our booking conditions will not apply to them. We do not however exclude liability for the negligence of ourselves or our employees resulting in your death or personal injury.

Where we make or take any booking for or from you in resort in respect of any activity or excursion available in resort we do so solely as booking agent. This is the case regardless of whether the activity or excursion is advertised or mentioned in our brochure, in resort, on our website or elsewhere. Your contract for any such activity or excursion will be with the supplier or operator of that activity or excursion. Erna Low has no liability for any such activity or excursion or for any act(s) or omission(s) of the supplier or operator or for any of its/their employees or agents or any other person(s) connected with the activity or excursion. If we are found liable in any respect for any such activity or excursion (for example in our capacity as booking agent), that liability is limited to the cost of the particular activity or excursion concerned. We do not limit or exclude our liability for death or personal injury arising from our negligence.

19. Protection of your money

We hold an Air Travel Organiser's Licence issued by the Civil Aviation Authority (ATOL number 4179.) When you buy an ATOL protected air inclusive arrangements or flight* from us you will receive a confirmation invoice from us (or via our authorised agent) confirming your arrangements and your protection under our ATOL. In the unlikely event of our insolvency, the CAA will ensure that you are not left stranded abroad and will arrange to refund any money you have paid to us for an advance booking. Please note: Not all holiday or travel services offered and sold by us will be protected by the ATOL scheme *The air inclusive holidays and flights we arrange are ATOL protected providing either the person who pays for the booking is present in the UK when the booking is made or the first leg of any flight or flights we arrange for you commences in the UK. For further information, visit the ATOL website at www.atol.org.uk. As a member of the Association of Bonded Travel Organisers Trust Limited (ABTOT), and Association approved by the Department of Trade and Industry, Erna Low has provided and Bond to meet the requirements of the Package Travel, Package Holidays and Package Tours Regulations 1992. This bond provides security for UK customers and for their repatriation to the UK in the event of Erna Low's insolvency.

20. Pipeline monies

Except for flight inclusive bookings, all monies you pay to one of our authorised travel agents for your holiday with us will be held by the agent on your behalf until we issue our confirmation invoice. After that point, your agent will hold the monies on our behalf if you have booked a package holiday or on our behalf acting as agent for the accommodation/other supplier(s) of the services you have booked if you have not booked a package holiday. For flight inclusive bookings, all monies paid to such agents for your booking with us will be held on our behalf until they are paid to us or refunded to you.

21. Surcharges

The prices shown in our brochure and on our website were calculated in April 2010 on the basis of then known costs and exchange rates.

Once the price of your chosen holiday has been confirmed at the time of booking, then subject to the correction of errors, we will only increase or decrease it in the following circumstances. Price increases or decreases after booking will be passed on by way of a surcharge or refund. A surcharge or refund (as applicable) will be payable, subject to the conditions set out in this clause, if our costs increase or decrease as a result of transportation costs (e.g. fuel, scheduled airfares and any other airline surcharges which are part of the contract between airlines (and their agents) and the tour operator) or dues, taxes or fees payable for services such as landing taxes or embarkation or disembarkation fees at ports or airports increasing or decreasing or our costs increase or decrease as a result of any changes in the exchange rates which have been used to calculate the cost of your holiday.

Even in the above cases, only if the amount of the increase in our costs exceeds 2% of the total cost of your holiday (excluding insurance premiums and any amendment charges), will we levy a surcharge. Where a surcharge is payable, there will be an administration fee of £1 per person. If any surcharge is greater than 10% of the cost of your holiday (excluding insurance premiums and any amendment charges), you will be entitled to cancel your booking and receive a full refund of all monies you have paid to us (except for any amendment charges) or alternatively purchase another holiday from us as referred to in clause 23 "Changes and Cancellations by us". Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

A refund will only be payable if the decrease in our costs exceeds 2% as set out above. Where a refund is due, we will pay you the full amount of the decrease in our costs.

You have 14 days from the issue date printed on the surcharge invoice to tell us if you want to cancel or purchase another holiday. If you do not tell us that you wish to do so within this period of time, we are entitled to assume that you will pay the surcharge. Any surcharge must be paid with the balance of the cost of the holiday or within 14 days of the issue date printed on the surcharge invoice, whichever is the later.

We promise not to levy a surcharge within 30 days of the start of your holiday. No refunds will be paid during this period either.

22. Prevented from Travelling?

If any member of your party is prevented from travelling, that person may transfer their place to someone else (introduced by you) providing we are notified not less than two weeks before departure. Where a transfer to a person of your choice can be made, all costs and charges incurred by us and/or incurred or imposed by any of our suppliers as a result together with an amendment fee of £25 must be paid before the transfer can be affected. Please also see clause 5 above.

23. Changes and Cancellations by us

Occasionally, we have to make changes to and correct errors in brochure and other details both before and after bookings have been confirmed and we may have to 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" includes 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 or overall length of time you are away of twelve or more hours, a change of UK departure point to one which is more inconvenient for you (except as between Heathrow and Gatwick).

Please note that a change of flight time of less than 12 hours, airline (except as specified in clause 24 "tickets and flights"), type of aircraft (if advised) or destination airport will all be treated as minor changes.

If we have to make a significant change or cancel, we will tell you as soon as possible. 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. We will offer you at least one alternative holiday of equivalent or higher standard for which you will not be asked to pay any more than the price of the original holiday. If this holiday is in fact cheaper than the original one, we will refund the price difference. If you do not wish to accept the holiday we specifically offer you, you may choose any of our other then available holidays. You must pay the applicable price of any such holiday. This will mean your paying more if it is more expensive or receiving a refund if it is cheaper.

(c) cancelling 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 before departure, we will pay you the compensation set out below 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. 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) or where any change is a minor one.

Period before departure a significant change is notified to you (or your travel agent)	Compensation per person (excluding infants)
0-7 days	£40
8-14 days	£30
15-28 days	£20
29-42 days	£15
43-56 days	£10
more than 56 days	Nil

For children paying less than the adult price the compensation is reduced by the relevant proportion.

In all cases, our liability for significant changes and cancellations is limited to offering you the above mentioned options and, where applicable, compensation payments. We regret we cannot pay any expenses, costs or losses incurred by you as a result of any change or cancellation.

Post departure changes.

Where, after departure, a significant proportion of the services contracted for is or cannot be provided, you will have the choice of returning to your point of departure and receiving a pro rata refund of the cost of the remainder of your holiday, or accepting alternative arrangements. In addition, if appropriate, we will pay you compensation of an amount which is reasonable taking into account all the circumstances.

24. Tickets and flights

All tickets will be sent out approximately 2 weeks prior to your departure providing full payment has been received. In the event of a last minute booking, you may either collect the tickets from our office or we will fax the details to you.

In accordance with EU Directive (EC) No 2111/2005 Article 9, we are required to bring to your attention the existence of a "Community list" which contains details of air carriers that are subject to an operating ban with the EU Community. The Community list is available for inspection at http://europa.eu.int/comm/transport/air/safety/flywell_en.htm.

In accordance with EU Regulations we are required to advise you of the carrier(s) (or, if the carrier(s) is not known, the likely carrier(s)) that will operate your flight(s) at the time of booking. Where we are only able to inform you of the likely carrier(s) at the time of booking, we shall inform you of the identity of the actual carrier(s) as soon as we become aware of this. Any change to the operating carrier(s) after your booking has been confirmed will be notified to you as soon as possible.

We are not always in a position at the time of booking to confirm the aircraft type and flight timings which will be used in connection with your flight. The flight timings and types of aircraft shown in this brochure and detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. The latest timings will be shown on your tickets. 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 tickets have been despatched - we will contact you as soon as possible if this occurs.

Any change in the identity of the carrier, flight timings, and/or aircraft type will not entitle you to cancel or change to other arrangements without paying our normal charges except where specified in these conditions.

If the carrier with whom you have a confirmed reservation becomes subject to an operating ban as above as a result of which we/ the carrier are unable to offer you a suitable alternative the provisions of clause 23 (Changes and cancellation by us) will apply.

25. 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 sometimes be lower.

26. Delay

We regret that we are not in a position to offer you any assistance in the event of a delay at your outward point of departure. However, the individual supplier through whom your travel has been booked may be able to do so. If your flight is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline in circumstances which would entitle you to claim compensation or any other payment from the airline under EC Regulation No 261/2004 - the Denied Boarding Regulations 2004, you must pursue the airline for the compensation or other payment due to you. All sums you receive or are entitled to receive from the airline concerned by virtue of these Regulations represent the full amount of your entitlement to compensation or any other payment arising from such cancellation, delay, downgrading or denied boarding. This includes any disappointment, distress, inconvenience or effect on any other arrangements. The fact a delay may entitle you to cancel your flight does not automatically entitle you to cancel any other arrangements even where these arrangements have been made in conjunction with your flight. We have no liability to make any payments to you in relation to the Denied Boarding Regulations or in respect of any flight cancellation or delay, downgrading of any flight ticket or denied of any boarding as the full amount of your entitlement to any compensation or any other payment (as dealt with above) is covered by the airline's obligations under the Denied Boarding Regulations.