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Terms & Conditions

Hotels and More Limited (here in after called "H & M") arranges travel services and/or package tour services. The purchaser (here in after called "Tour Operator") undertakes to offer the travel under his own name and on his own account being the contracting party with its travel customers.

1. Conclusion of contract

The Tour Operator can order the travel services either in writing or by telephone. The contract shall be concluded following written confirmation by H & M and each and every contract with the Tour Operator shall be subject to these terms and conditions to the exclusion of any terms and conditions of the Tour Operator. The Tour Operator undertakes to offer any travel services purchased from H & M to his customers under his own name and for his own account and to be the contractual Tour Operator for his customers.

2. Payment

A deposit shall be payable if any hotel or other service provider demands payment thereof and the Tour Operator shall be informed by H & M accordingly on placing of the order. The whole of the travel/tour price has to be credited to H & M account 14 days prior to the departure date unless otherwise agreed in writing between the parties. Any subsequent amendments are payable on presentation of the invoice. Any delay in payment of the travel costs entitles H & M to cancel the travel tour and to demand a minimum of 50% of the total price payable. At the option of H & M, H & M is also entitled to damages, especially reimbursement for services already provided together with any lost profits. Travelling documents will only be sent out after full payment has been received and any consequences and damages arising out of the late receipt of travelling documents due to late payment shall be for account of the Tour Operator. Any payment made within 14 days of the departure date shall only be accepted if such payment is confirmed by a bank. H&M is responsible for charges, levied by its bank, raised in receipt of payments from Tour Operators. Tour Operators are responsible for charges raised by their banks and any corresponding or intermediary banks in making payment to H & M. Payment in accordance with this condition or any amendments thereof agreed in writing by the parties shall be of the essence of this contract.

3. Services

3.1 The extent of the services provided by H & M is solely limited to the description of such services in the written order confirmation by H & M. Any additions or changes to these services require a written confirmation by H & M in order to be binding. H & M reserves the right to change the contractual price at any time prior to the departure date in the event of increases by service providers, VAT and exchange rates or any other price variations whatsoever.

3.2 H & M reserves the right to forward price increases to the Tour operator in case of unforeseen price increases such as increase of VAT or fuel price increases, changes in exchange rates or rate increases from suppliers and to increase the price accordingly as long as there is a period of at least 4 months in-between time of booking and start of the service. This is also valid when VAT-law changes in line with a harmonizing of the EU laws.

4. Cancellation of travel services

H & M shall make the following charges in connection with cancellation of confirmed travel services:

32 days prior to arrival no charge

From 31 - 14 days prior to arrival 40% of the package rate

13 - 7 days prior to arrival 70% of the package rate

Within 6 days of arrival 90% of the package rate

If the above cancellation fees are not sufficient to cover the full losses suffered by H & M by the cancellation H & M reserves the right to increase the cancellation fees up to the full value of the travel service to be provided under the contract. In particular any deposit paid in advance paid at the request of a hotel or another service provider shall be forfeited on cancellation at any time after order confirmation. Any other services already confirmed to the Tour Operator including theatre tickets etc. shall be payable in full by the Tour Operator in any event.

5. Partial cancellation

If a reduction in the number of travellers of maximum 10% is advised to H & M between 30 and 14 days prior to the departure date no charges are payable.. Any later partial cancellation shall be subject to all relevant costs incurred as well as any loss of profits by H & M. Any services which have already been confirmed, e.g. theatre tickets etc. shall be payable in full in any event. If any other cancellation conditions and payment terms are applicable to a particular contract these will be notified in writing at the time of the order confirmation.

6. Cancellation by H & M

H & M reserves the right to cancel all arrangements and bookings if these conditions are not complied with by the Tour Operator. H & M further reserves the right to cancel a particular

contract for travel services if the Tour Operator has failed to comply with his obligations under another travel contract with H & M.

7. Force Majeure

Every party shall be entitled to cancel the contract if such party is prevented by factors beyond the control of that party, including strikes or acts of God from performing its obligations under the contract. If the contract is cancelled H & M reserves the right to demand compensation for services already provided or any services still to be provided prior to completion of the particular travel tour affected by force majeure.

8. Obligations of H & M

H & M shall only be liable for:

careful preparation of travel details,

the selection of the service provider,

the accuracy of the description of the services unless H & M has notified the tour operator of changes in such descriptions;

the services described in the contract taking into account the differences in standards prevailing in different countries.

9. Obligations of the Tour Operator

The Tour Operator undertakes to keep to a minimum any possible losses caused by any changes and/or interruptions in the services to be provided. It is the duty of the Tour Operator to immediately notify the local office of H & M of any complaints and to obtain confirmation in writing detailing the failure of performance of particular services.

10. Warranty

In the event of failure by H & M to provide the contractual services the Tour Operator shall in the first instance be entitled to ask for remedial action to be taken by H & M. Such remedial action can consist of providing replacement services of equal standard/value. If remedial action is not possible in a particular case the parties shall agree on a reduction of the contractual price, such reduction to be limited to a maximum of the value of the contractual services which H & M failed to provide. The right of the Tour Operator to claim remedial action to be taken by H & M or to obtain a reduction/compensation from H & M under this clause is conditional on the Tour Operator informing H & M immediately and during the travel of any problems concerning the services and any complaints.

11. Limitation of Liability

H & M shall not be liable for any defective services provided by third parties (e.g. sports events, theatre, meals etc.). Except for death or personal injury caused by the negligence of

H & M, H & M shall not be liable for any consequential incidental special or any other indirect damages arising out of the provision of the services under the contract.

12. Claims

Any claims for compensation must be made within one month of the end of the date of travel stipulated in the contract.

13. Passport

Visa Customs Foreign Exchange and Health Regulations The Tour Operator shall be responsible to procure that its customers comply with any of the above named regulations as applicable.

14. General Terms

Should any of these contractual conditions be held unenforceable or be ineffective this shall not affect the validity of the remainder of the contract. The parties undertake to replace the ineffective conditions by another one which has as far as possible the same effect of the original ineffective provision.

This contract is subject to English law and the jurisdiction of the English Courts. Date: May 2000

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