

BOOKING CONDITIONS

The following booking conditions together with the General Information found in our brochure or on our website form the basis of your contract with Frontier Travel Limited - American RoundUp

1. Your Holiday Contract

Once we have received your booking and all appropriate payments (see clause 3 below), we will, subject to availability, confirm your holiday by issuing a confirmation invoice. Please check this invoice carefully as soon as you receive it. 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 and if possible, will cost extra money.

A binding contract between us comes into existence when we dispatch our confirmation invoice to the party leader or your travel agent. We both agree that English Law will apply to your contract 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 under the ABTA Arbitration Scheme (if the Scheme is available for the claim in question - see clause 7) or 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).

2. Your Financial Protection

We hold an Air Travel Organiser's Licence issued by the Civil Aviation Authority (ATOL number 5405.) This means that if you book a holiday with us which includes any flight(s) you pay us for where either you, the person who pays for the booking, is present in the UK when the booking is made or the first leg of the flight(s) you pay us for starts in the UK, then 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 pay to us for an advance booking. For further information, visit the ATOL website at www.atol.org.uk. We are also a member of the Association of British Travel Agents (ABTA number W3207). As such we are fully bonded according to ABTA's rules and abide by ABTA's Code of Conduct. If your holiday does not include flights, ABTA will financially protect your holiday in the same way as set out above except where your contracted arrangements with us do not include transport to and from the UK. In this case, if already abroad, you will be returned to the point where your contracted arrangements with us commenced. Please go to www.abta.com for a copy of the guide to ABTA's scheme of Financial Protection.

3. Your Holiday Price

When you make your booking you must pay a non-refundable deposit of at least £200 per person together with all applicable insurance premiums. The balance of the price of your travel arrangements must be paid no less than 8 weeks before your departure date. Payment of the balance by credit card incurs a 2% surcharge. If the balance is not paid in time, we reserve the right to cancel your travel arrangements and retain your deposit. We sometimes provide private homes for you to rent. In this case, we will ask you for an additional deposit of £500 on your credit card if you prefer against any damage that might occur to the unit. For those houses rented through an agency in Canada, you will usually be asked for an imprint of your credit card when you check in.

The prices shown in our brochure and appearing on the website were calculated on the basis of then known costs and exchange rates of US\$1.6 to £1, CAD\$1.7 to £1.

Once the price of your chosen holiday has been confirmed at the time of booking, 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. 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 4.2 below. Although insurance (where purchased through us) does not form part of your contract with us or of any "package", we will consider an appropriate refund of any insurance premiums you have paid us if you can show you are unable to use/reuse or transfer your policy in the event of cancellation or purchase of an alternative holiday. 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.

Please note, changes and errors occasionally occur. You must check the price of your chosen holiday at the time of booking.

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. For flight inclusive bookings, all monies paid to such agents for your holiday with us will be held on our behalf until they are paid to us or refunded to you.

4. Changes and Cancellation

4.1 Changes and Cancellation by you

If, after our confirmation has been issued, you wish to change or cancel your booking we will do our utmost to help you, provided that written notification is received at our offices from the person who made the booking, or from their travel agent. The date of cancellation will be the date Frontier Travel Ltd receives this written notice. Frontier Travel Ltd will confirm acceptance of the change (if it can be accommodated) or cancellation of your booking by issuing the appropriate confirmation/invoice.

As we incur costs from the time we confirm your booking, the following cancellation charges will be payable. 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 insurance premiums and amendment charges. Insurance premiums and amendment charges are not refundable in the event of the person(s) to whom they apply cancelling.

Period of time before departure we are notified of the cancellation	Cancellation charge
more than 56 days	deposit only
42 days to 55 days	60%
30 days to 41 days	90%
Less than 30 days	100%

Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of your insurance policy. Claims must be made directly to the insurance company concerned.

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.

Changes to your booking cannot be made less than 30 days prior to departure and flight date amendments cannot be made to flight dates not shown in the brochure/website. Notice of alteration must be accompanied by a payment of £50 to cover our administration costs. You must also pay any costs or charges incurred or imposed by any of our suppliers. Note: Certain travel arrangements (eg: Apex Tickets, heli-skiing, some properties and tours) may not be altered after a reservation has been made and any alteration or cancellation request to those arrangements may incur a cancellation charge of up to 100% of the cost of that part of the booking. Some travel arrangements (eg holidays taken over Christmas and New Year) are subject to more stringent conditions according to the properties or activities chosen. You will be informed at the time of booking of any such conditions, which will be included in your written confirmation.

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 £50 must be paid before the transfer can be effected. For flight inclusive bookings, you must pay the charges levied by the airline concerned. As most airlines do not permit name changes after tickets have been issued for any reason, these charges are likely to be the full cost of the flight.

4.2 Changes by Us

Occasionally, we have to make changes to and correct errors in brochure/website and other details both before and after bookings have been confirmed and we must reserve the right to do so. Most changes are minor, however in certain circumstances Frontier Travel Ltd may have to make major changes to your booking. If we have to do so we will inform you or your travel agent as soon as reasonably possible. A major change is one that Frontier Travel Ltd makes to your arrangements before departure that involves, for example, a change of flight time by more than twelve hours or a change of airport (except in changes between Gatwick and Heathrow), which is more inconvenient for you. In the event of a major change before departure, if there is time to do so you will be offered the choice of one of the following options:

- (1) accepting the changed arrangements; OR
- (2) purchasing an alternative holiday from us, of a similar standard to that originally booked if available with credit being given for the price of the altered arrangement; OR
- (3) cancelling your booking and receiving a full refund of all monies you have paid.

If we have to make a major change before departure we will also where appropriate pay you, at a minimum, the compensation set out in clause 4.5 depending on the circumstances and when the major change is notified to you subject to the exceptions set out in clauses 4.4 and 4.5.

4.3. Cancellation by us

We reserve the right in any circumstances to cancel your holiday. However, we will endeavour not to cancel your holiday less than 56 days before the scheduled departure except, for example, for reasons of force majeure (see clause 4.4) or where you have failed to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time). If we have to cancel your holiday before departure, where there is time to do so we will offer you the options set out in clause 4.2(2) and (3). If we have to cancel before departure, we will also where appropriate pay you, at a minimum, the compensation as shown in clause 4.5 depending on the circumstances and when the cancellation is notified to you subject to the exceptions set out in clause 4.4 and 4.5.

4.4 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 obligations under our contract with you is prevented or affected by or you otherwise suffer any damage or loss (as more fully described in clause 5(1) below) 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.

4.5 Compensation for Changes and Cancellations by us.

NB. Compensation will not be payable and no liability beyond offering the choices in clause 4.2 and 4.3 can be accepted where we are forced to make a major 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 or 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 if the change made is a minor one.

	If we make a major change to your holiday (1)	If we cancel your holiday (2)
Period before departure within which notice of cancellation or major change is received by us or notified by you	(1)	(2)
Amount you will receive from us		
more than 56 days	nil	deposit only
31 days to 55 days	£15	£15
15 days to 30 days	£25	£25
2 days to 14 days	£35	£35
Less than one day	£35	£35

5. Limit of Liability

(1) We promise to make sure that the holiday 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 holiday 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 holiday and which were unforeseeable or unavoidable or
- 'force majeure' as defined in clause 4.4 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 hotel or any other supplier agrees to provide for you where the services or facilities are not advertised in our brochure and we have not agreed to arrange them and any excursion you purchase in resort. Please also see clause 14 "Excursions Activities and Brochure 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 holiday 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 £1500 per person affected unless a lower limitation applies to your claim under this clause or clause 5(6) below.

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 5(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 holiday.

(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). 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) 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. 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 6 below. 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.

6. If You Have a Complaint

If you have a problem during your holiday, please inform the relevant supplier (e.g. your hotelier) and our resort representative, if there is one or the Frontier Travel office immediately, who will endeavour to put things right. You must also put your complaint in writing given to our representative and the supplier as soon as possible. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to us giving your booking reference and all other relevant information. 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.

7. What Happens to Complaints?

Disputes arising out of, or in connection with, this contract which cannot be amicably settled may be referred to arbitration, if the customer so wishes, under a special Scheme arranged by the Association of British Travel Agents, and administered independently by the Chartered Institute of Arbitrators. The scheme provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on the customer in respect of costs. Full details will be provided on request or can be obtained from the ABTA website (www.abta.com).

The scheme does not apply to claims for an amount greater than £5,000 per person, or £25,000 per booking form. It does not apply to claims that are solely or mainly in respect of physical injury or illness or the consequences of such an injury or illness. The Scheme can however deal with compensation claims which include an element of minor injury or illness subject to a limit of £1000 on the amount the arbitrator can award per person in respect of this element. If you elect to seek redress under either scheme, written notice requesting Arbitration must be made within 9 months after the scheduled date of return from holiday. Alternatively, either side may call on AITO's Independent Dispute Settlement Service (details on request) to bring the matter to a speedy and amicable solution.

8. Injury, illness or death not resulting from the holiday arrangements

If you or any member of your party suffers illness, injury or death, through misadventure, as a result of an activity which does not form part of your contracted holiday arrangements, we will provide you with all reasonable assistance. This assistance may include our making a contribution towards your initial legal costs in taking action against the person(s) responsible providing you request this within 90 days of the incident in question. All assistance (financial or otherwise) is subject to our reasonable discretion and a maximum total cost to ourselves of £5,000 per booking form. If you are entitled to have any costs and expenses arising from such an incident met by or from any insurance policy or if you obtain a costs order against anyone in relation to the incident, you must repay to us the costs and expenses we spend in assisting you.

9. Special Requests

Whilst we welcome all special requests, we cannot always guarantee that they will be fulfilled. We cannot accept any requests for conditional bookings. Unless and until specifically confirmed, all special requests are subject to availability.

If you or any member of your party has any medical problem or disability which may affect your holiday, please tell us before you confirm your booking so that we can advise as to the suitability of the chosen arrangements. In any event, you must give us full details in writing at the time of booking. If we 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, cancel when we become aware of these details.

10. Visa, passport, health & safety matters

Residents of the UK do not require visas to enter Canada. A full British passport is required for all travellers, which presently takes approximately 4 weeks to obtain. See www.passport.gov.uk. Requirements may change and you must check the up to date position in good time before departure. All costs incurred in obtaining such documentation must be paid by you. 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.

In the unlikely event of illness outbreaks restricting travel to Canada, we will keep you informed. The Foreign & Commonwealth Office produces up-to-date information to ensure the safety of clients. Tel: 0870 606 0290. Information on health is also contained in the Department of Health leaflet T6 (Health Advice for Travellers) available from your local Department of Health office and most Post Offices.

If you or any member of your party is 16 or over and hasn't yet got a passport, our recommendation is that you should apply for one at least one month before your holiday. The UK Passport Service has to confirm your identity before issuing your first passport and from October 2006 will ask you to attend an interview in order to do this.

We regret we cannot accept any liability if you or any member of your party are refused entry onto any transport or into any country due to failure on your party to carry correct documentation.

11. Conditions of suppliers.

Many of the services which make up your holiday 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 5 (6)). Copies of the relevant parts of these terms and conditions are available on request from ourselves or the supplier concerned.

12. Flights

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 actual carrier(s) (or, if the actual 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 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 which will be dispatched to you approximately two weeks before departure. 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 dispatched - 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 4.3 (Cancellation by us) will apply

13. Insurance

We consider adequate travel insurance to be essential. Details of the policy we offer are available on request. Premiums must be paid as soon as possible as cover will not be effective until we receive all applicable premiums in full. Please read your policy details carefully and take them with you on holiday. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs.

14. Excursions, activities and brochure information

The information contained in our brochure/website is correct to the best of our knowledge at the time of the brochure going to print. We may provide you with information (in our brochure/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 10 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.

We cannot guarantee accuracy at all times of information given in relation to such activities or excursions or about the resorts/area you are visiting generally (except where this concerns the services which will form part of your contract) or that any particular excursion or activity which does not form part of our contract will take place as these services are not under our control.

Where we make or take any booking for or from you in respect of any activity or excursion which is available in the area you are visiting which does not form part of our contract 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. We have 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.

15. Behaviour.

When you book with us, you accept 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 direct at the time to the accommodation owner or manager or other supplier. 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.

We expect all clients to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of any other person in authority, you or any member of your party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, we are entitled, without prior notice, to terminate the holiday of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the accommodation or other service. We will have no further responsibility toward such person(s) including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result.

16. Prices and Brochure Accuracy

The information and prices shown in this brochure and on our website may have changed by the time you come to book your holiday. Whilst every effort is made to ensure the accuracy of the brochure and website and prices at the time of printing, regrettably errors do occasionally occur. You must ensure you check all details of your chosen holiday (including the price) with us at the time of booking. We reserve the right to make changes to and correct errors in advertised prices at any time before your holiday is confirmed.

This brochure and our website is our sole responsibility. It is not issued on behalf of and does not commit any independent organization/carriers whose services are featured in it.

17. Delay

We regret we are not in a position to offer you any assistance in the event of delay at your outward or homeward point of departure. Any assistance given will be from your chosen airline in accordance with its own policy

18. Safety standards

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.