

AMERICA BOOKING CONDITIONS

YOUR HOLIDAY CONTRACT

Your contract is with Holiday Supplies Limited trading as Journeys of Distinction whose trading address is Jubilee Lodge, Canning Road, Southport, Merseyside, PR9 7SW. When you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these booking conditions. The contract will exist as soon as we issue our confirmation invoice. The contract is made on the terms of these booking conditions, which are governed by English law, and the jurisdiction of the English Courts.

WHAT IS INCLUDED

Economy class travel with Virgin Atlantic Airways, using Boeing 747 aircraft. The type of aircraft used is solely at the airline's discretion and flight timings indicated can be subject to change. Transfers between airports and hotels, accommodation in hotels specified in twin/double rooms with bath / shower and W.C. with American breakfast. Welcome party upon arrival. Other meals and excursions as specified. All international departure taxes. All portorage where security permits. Please note twin rooms may not be available at Yavapai East Lodge.

WHAT IS NOT INCLUDED

Telephone / laundry, items of a personal nature and meals not indicated. Gratuities to drivers and guides/Tour Managers. The tour price is based on current airfares at September 2007 and an exchange rate of US \$2.02 = £1.

INSURANCE - UK residents only

We strongly recommend you insure against possible cancellation, medical expenses, personal accident, loss or damage to luggage, etc. Should you wish to insure with Journeys of Distinction your cover will be as follows:

| | |
|---------------------------|------------|
| Personal Accident | £25,000 |
| Medical Expenses | £5,000,000 |
| Cancellation/Curtailment | £5,000 |
| Travel Delay | Up to £60 |
| Baggage | £1,500 |
| Delayed Baggage | £100 |
| Personal Liability | £2,000,000 |
| Personal Money & Passport | £300 |
| Legal Expenses | £25,000 |

Premium - £150 per person aged 69 or under at the time of travel. £195 per person aged 70 to 85 years at the time of travel. Regrettably, Journeys of Distinction are unable to insure any persons over 85 years of age. For holiday extensions an additional premium will be required. Pre existing medical conditions must be declared at time of booking.

Journeys of Distinction cannot accept a booking from anyone who has not taken out adequate insurance protection either through Journeys of Distinction or directly with an insurance company.

TOUR MANAGERS

These tours will be fully escorted from London Gatwick back to London Heathrow subject to a minimum of 20 passengers travelling.

BAGGAGE

Due to coach space limitations the baggage allowance for this tour is strictly limited to one piece per person, weighing no more than 23 kilos for economy class passengers and 32 kilos for Premium Economy/Upper Class passengers.

PAYMENT

To make a definite reservation a non refundable deposit of £200.00 per person is required (£400.00 for Upper Class and Premium Economy passengers or passengers deviating the itinerary) together with a completed and signed booking form. Balance is due no later than 12 weeks before the departure date. Non-receipt of the balance by Journeys of Distinction on the date due will result in the holiday or travel arrangements being liable to cancellation. Tickets and other documentation will normally be forwarded 10 - 14 days before the date of departure.

CREDIT CARDS

Whilst credit cards are not normally accepted, we will allow payment by Visa or Mastercard with a 2.25% levy.

SURCHARGE GUARANTEE

We guarantee that the price of your holiday will not be subject to any surcharges. This means that with Journeys of Distinction you are fully protected, no matter what happens to fuel or currency. Once you have made your booking and paid a deposit, then the cost of your holiday cannot be increased. Whilst we reserve the right to increase or decrease brochure prices at any time, the price of your holiday, as shown on your booking form, will not be increased unless you amend your booking after confirmation. Guarantees exclude any levies imposed by the British Government or any overseas Governments. Guarantees also exclude any levies imposed to increase consumer protection. In return, for this guarantee and its associated risks, we are unable to make any refunds or reductions in the event of favourable exchange rate variations or any other decreases in our costs.

ALTERATION TO CONFIRMED BOOKING

This facility is available upon receipt of a written request from the person who made the booking. You will be charged an administration fee of £100 per person (plus any other communication charges) per alteration. Alteration of a booking within two calendar months of the departure date may also incur additional cancellation fees. Certain travel arrangements (e.g restricted air tickets) may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of upto 100% of that part of the arrangements. Requests to transfer your reservation to a later tour date, less than four calendar months prior to your original departure date, or to transfer to the following season, will be treated as a cancellation and rebooking. Once abroad any alterations made to the booking are outside of our control and Journeys of Distinction can accept no liability for your alterations, financial or otherwise, once your holiday has commenced.

CANCELLATION BY YOU

Any cancellation by you of your booking must be notified to us in writing and will take effect on the day this is received by us. The following scales of charges will be payable, depending on when such notification is actually received by us.

| | |
|------------------------------------|----------------------------|
| Up to 75 days prior to departure: | deposit forfeited |
| 74 - 31 days prior to departure: | 50% of total holiday cost |
| 30 - 8 days prior to departure: | 90% of total holiday cost |
| 7 days or less prior to departure: | 100% of total holiday cost |

Once the holiday has commenced, no refund will be made. In addition to the above cancellation fees, the full insurance premium is non transferable and non refundable. In the event of a confirmed room reverting to single occupancy as a result of one or more passengers cancelling, in addition to the

cancellation charges for the customer no longer travelling, the single occupancy supplement will apply to the remaining customer in the room remaining as single occupancy.

CANCELLATION BY US

It is unlikely that we will have to make any changes to your travel arrangements, but we do plan the arrangements many months in advance. Occasionally, we may have to make changes and we reserve the right to do so at any time. Most of these changes will be minor and we will advise you of them at the earliest possible date. We also reserve the right in any circumstances to cancel your travel arrangements. For example, if the minimum number of clients required for a particular travel arrangement is not reached, we may have to cancel it. However; we will not cancel your travel arrangements less than 12 weeks before your departure date, except for reasons of force majeure or failure by you to pay the final balance. If we are unable to provide the booked travel arrangements, you can either have a refund of all monies paid or accept an offer of alternative travel arrangements of comparable standard from us, if available, (we will refund any price difference if the alternative is of a lower value). If it is necessary to cancel your travel arrangements, we will pay to you compensation as set out below. In accordance with EU Regulations we are required to advise you of the actual carrier operating your flight/connecting flight/transfer. We do this by listing carriers to be used or likely to be used under section titled 'What is included'. Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible, and in all cases at check-in or at the boarding gate. Such a change is deemed to be a minor change. Other examples of minor changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same standard. If we make a major change to your holiday, we will inform you as soon as reasonably possible if there is time before your departure. You will have the choice of either accepting the change of arrangements, accepting an offer of alternative travel arrangements of comparable standard from us if available (we will refund any price difference if the alternative is of a lower value), or cancelling your booked holiday and receiving a full refund of all monies paid. In all cases, except where the major change arises due to reasons of force majeure, we will pay compensation as detailed below. Force majeure means that we will not pay you compensation if we have to cancel or change your travel arrangements in any way because of unusual or unforeseeable circumstances beyond our control. These can include, for example, war; riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster; fire, adverse weather conditions, epidemic.

| COMPENSATION DETAILS | IF WE MAKE A MAJOR CHANGE TO YOUR HOLIDAY | IF WE CANCEL YOUR HOLIDAY |
|--|---|---------------------------------|
| Period before departure within which notice of cancellation or major change is received by us or notified to you | Amount you will receive from us | Amount you will receive from us |
| More than 75 days | £ nil | Deposit only |
| 74 - 31 days | £ 30 | 100% of holiday cost (Plus £30) |
| 30 - 8 days | £ 40 | 100% of holiday cost (Plus £40) |
| 7 days or less | £ 50 | 100% of holiday cost (Plus £50) |

HEALTH

There are no compulsory health requirements for these tours. Your doctor will be able to give you up-to-date information, along with his / her recommendations as to inoculations he / she considers available and necessary for this tour. Wheelchair passengers must travel accompanied by an able bodied person. This programme includes touring at high elevation when at the Grand Canyon (7000ft above sea level). Therefore travellers must be in good health.

PASSPORTS & VISAS

All passengers require a machine readable passport and must comply with US Immigration Regulations. All passports must be valid for at least six months beyond the end of the tour. British Citizens will need to complete a Visa Waiver Form which will be handed to them during the flight. If your passport does not prove you are a British Citizen you should seek further advice from your applicable Embassy as visas may be required. Important: Some travellers may not be eligible to enter the United States under the Visa Waiver Programme (VWP). These include people who have been arrested, even if the arrest did not result in a criminal conviction, those with criminal records, certain serious communicable illnesses and some driving offences. Further information can be obtained by visiting www.usembassy.org.uk.

SEATING ARRANGEMENT ON COACHES

Seating places change daily. Confusion is eliminated as each passenger knows exactly where they will be sitting. So that we will not show partiality among passengers, exceptions cannot be made.

SMOKING ON SIGHTSEEING TOURS

There is no smoking on motor coaches. Stops are made en route for pictures, smoke breaks, etc.

BAGGAGE RESPONSIBILITY

Although every effort is made to handle passengers' luggage as carefully as possible, we cannot be responsible, assume liability or accept claims for loss or damage to luggage and personal effects due to breakage, theft, or fair wear and tear through hotel, airline, ship or ground carrier handling. It is important for your own self-interest and protection that you make certain you have adequate insurance to cover these eventualities.

TRAVEL DOCUMENTS

You are responsible for ensuring that all necessary travel documents (e.g. Passports, Visas, Vaccination Certificates etc.) are valid and effective.

LIMITATION OF LIABILITY

If the contract we have with you is not performed or improperly performed by us or our suppliers we will pay you appropriate compensation if this has affected the enjoyment of your travel arrangements. However we will not be liable where any failure in the performance of the contract is due to: you or a third party unconnected with the provision of the travel arrangements and where the failure is unforeseeable or unavoidable; or unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or an event which we or our suppliers, even with all due care, could not foresee or forestall. Our liability, except in cases involving death, injury or illness shall be limited to a maximum of twice the cost of your travel arrangements. Our liability will also be limited in accordance with and/or in an identical matter to:

- (a) the contractual terms of the companies that provide the transportation for your travel arrangements. These terms are incorporated into this contract; and
- (b) any relevant international convention, for example the Montreal Convention in respect of travel by air; the Athens Convention in respect of travel by sea; the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of compensation contained in these or

any conventions. Copies are available on request. Under EU law you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. However, reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in the clause dealing with cancellation. If any payments to you are due from us, any payment made to you by the airline will be deducted from this amount. If your airline does not comply with these rules you should complain to the Air Transport Users' Council on 020 7240 6061, www.auc.org.uk.

LIABILITY OF AIR CARRIERS

(i) Any flights forming part of your holiday will be subject to the General Conditions of Carriage and Conditions of the Contract of the airlines concerned, to which your attention will be drawn on the airline ticket. Additionally, such flights will also be subject to international law which, amongst other things, limits the airline's liability to passengers in respect of death or bodily injury, delay and loss or damage to baggage. We do not accept any liability in respect of foregoing, and any claims resulting from air carriage should be directed to the carrier concerned.

(ii) Any sea carriage forming part of your holiday will be subject to the General Conditions of Carriage of the shipping line / ferry company / cruise operator concerned, and by international law, and we do not accept any liability in respect of claims resulting from such sea carriage, which should be directed to the shipping line concerned.

ADVICE AND ASSISTANCE

If the contract we have with you is not performed or is improperly performed as a result of failures attributable to a third party unconnected with the provision of the services, or as a result of failures due to unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which we or our suppliers, even with all due care, could not foresee or forestall, and you suffer an injury or other material loss, we will offer you such prompt assistance as is reasonable in the circumstances.

ABTA STATEMENT

Holiday Supplies Ltd is a Member of ABTA with membership number V1905. ABTA and ABTA Members help holidaymakers to get the most from their travel and assist them when things do not go according to plan. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. For further information about ABTA, the Code of Conduct and the arbitration scheme available to you if you have a complaint, contact ABTA, 68-71 Newman Street London W1T 3AH Tel: 020 7637 2444 or www.abta.com

CLAIMS AND COMPLAINTS

If you fail to notify the Journeys of Distinction tour manager/local representative/local agent of any complaint we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were on holiday and this may affect your rights under this contract. Further, you have a legal duty to tell the supplier of the services or facilities about which you complain as soon as possible. Failure to do this will affect your legal rights and will also reduce, annul, or extinguish any right which you may have for compensation. If a problem cannot be resolved then we request details of the complaint, in writing, within four weeks of your return. If you make a complaint we promise to deal with it fairly and promptly within the terms of these conditions.

ARBITRATION

We certainly hope that we can settle any holiday complaints amicably. However, 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. There is also a limit of £25,000 per booking form. Neither does it apply to claims, which are solely in respect of physical injury or illness or their consequences. The Scheme can however deal with compensation claims which include an element of minor injury or illness subject to a limit of £1,000 on the amount the arbitrator can award per person in respect of this element. The application for arbitration and Statement of Claim must be received by the Chartered Institute of Arbitrators within nine months of the date of return from the holiday. Outside this time limit arbitration under the Scheme may still be available if the company agrees, but the ABTA Code does not require such agreement.

DATA PROTECTION STATEMENT

Please be assured that we have measures in place to protect the personal booking information held by us. This information will be passed on to the principal and to the relevant suppliers of your travel arrangements. The information may also be provided to public authorities such as customs or immigration if required by them, or as required by law. Certain information may also be passed on to security or credit checking companies. If you travel outside the European Economic Area, controls on data protection may not be as strong as the legal requirements in this country. We will only pass your information on to persons responsible for your travel arrangements. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary/religious requirements. (If we cannot pass this information to the relevant suppliers, whether in the EEA or not, we will be unable to provide your booking. In making this booking, you consent to this information being passed on to the relevant persons.) Full details of our data protection policy are available upon request or for further FCO advice visit www.fco.gov.uk/knowbeforeyougo or ABTA Information Line Tel: 0901 201 5050 (calls are charged at 50p per minute).

SECURITY

The air holidays and flights in this brochure are ATOL Protected, since we hold an Air Travel Organiser's Licence granted by the Civil Aviation Authority. Our ATOL number is ATOL 2812. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking. For further information, visit the ATOL website at www.atol.org.uk.

ACKNOWLEDGMENTS

Photographs courtesy of Big Stock Photo Library and Richard Hanson.

BROCHURE ACCURACY

All the facts pertaining to resorts and hotels in this brochure have carefully been checked and re-checked for accuracy. However, facilities and services may be renovated or improved by the hotelier at any time, in low season especially, and facilities may become unavailable e.g. a swimming pool may be emptied for cleaning or a restaurant closed for refurbishment at short notice. It should also be noted that hotel service standards and coaches may well be affected during high season. Whilst this is beyond our control, any major changes to facilities of which we are notified will be advised to you whenever possible prior to travel.

The photographs used in this brochure are representative of the country visited and not necessarily included in the tour itinerary. This brochure with details contained therein supersedes any previously issued brochure. Issued by Holiday Supplies Ltd., T/A Journeys of Distinction, Jubilee Lodge, Canning Road, Southport, PR9 7SW. A member of The Kuoni Travel Group.