

BOOKING CONDITIONS

Esprit Santa's Lapland 2010 Special Edition

1 THE CONTRACT

When booking, you guarantee that you have authority to accept and do accept on behalf of your party, the terms of these booking conditions. A contract cannot be made for young persons unless one member of the party is at least eighteen years of age and is the lead name on the booking. Under the terms of this contract any monies you pay to us or one of our authorised travel agents are protected by our Air Travel Operator's Licence (ATOL number 2096) and ABTA (number V3614). Your contract is with Esprit Holidays Ltd (company registration number 1907815), with the registered office address at 185 Fleet Road, Fleet, Hampshire, GU51 3BL.

2 THE CONFIRMATION

When you have chosen your holiday, if we are able to meet your request, we will confirm this to you. The contract comprises our booking conditions and your confirmation invoice and is not made and does not exist until the date shown on our invoice. Information contained in the website also forms part of the booking contract (subject to paragraphs 3 and 13 of these conditions).

Quotations given over the telephone are always subject to written confirmation.

Telephone calls with our office may be recorded. Verbal descriptions, assurances and agreements can seldom be confirmed or amicably clarified in subsequent disputes and for this reason we do not accept liability for them. If you wish to include any such items within the contract you should request them in writing and acceptance will be established only on dispatch of written confirmation by us, separate and additional to the confirmation invoice. Once we have verbally confirmed your booking and received your deposit, we will issue a confirmation invoice. If you do not receive this invoice within 14 days, please contact us to make sure that your booking has been confirmed by us. When you receive your invoice, please check all the details carefully to ensure they are correct, as this forms the basis of the contract between us. If there are any discrepancies, please bring these to our attention within 7 days of issue, otherwise we will assume the details shown are correct. Whilst we would not anticipate any pricing errors in the confirmation invoice, in the event of an obviously incorrect price we will not be bound by this and will issue a revised invoice showing the correct amount. In the unlikely event we are unable to confirm your booking, the following options will be available to you:

(a) to accept an alternative holiday offered by us, or
(b) to purchase another holiday at the current brochure/website selling price from us, or
(c) to accept a full refund of all monies paid. You must tell us the option you wish to accept within 7 days of the offer being made, otherwise we will assume you have chosen to accept the alternative holiday offered. Whichever option you choose, a confirmation invoice will be sent as soon as possible and, if you do not wish to proceed, we will refund all monies paid within 10 days.

3 HOLIDAY PRICE, CONDITIONS AND PAYMENT

The prices and conditions apply to our Special Edition Brochure/website which is valid from 20 December 2009 and will be superseded by any subsequent brochure/website edition. Prices are correct at the time of going to press but may vary and our current selling prices will be advised at the point of enquiry on telephone bookings and confirmed on our confirmation invoice. The prices quoted in this brochure/website are based on the rates of exchange and other costs prevailing on exchange rates as shown in the Financial Times Guide to World Currencies on 17 December 2009: €1.12 / US\$1.60.

All price promises in this Special Edition brochure/website relate to brochure-priced holidays only and not to any non-brochured/ late availability discounted holidays.

a) Surcharges

We reserve the right to increase or decrease our prices at any time, for example if fuel costs increase. However once you have completed a booking AND a confirmation invoice has been issued, then unless you amend your booking, we guarantee that no surcharges will apply other than for costs exceeding 2% but not exceeding 10% of the invoiced holiday price (excluding insurance premiums and amendment fees), directly arising from government action e.g. increases in taxes or security charges.

b) What the price includes

The confirmation invoice will show the price of your holiday and will include all currency surcharges, local taxes, VAT, UK and overseas service charges, all known current airport taxes including the Government Air Travel Duty of £11 per passenger on flights to EU countries subject to paragraph 3(a) above. Please note that this is planned to increase to £12 per passenger from November 2010.

c) What the price does not include

Any applicable Late Booking Administration Fees - see para. 11(a).

If you lose your e-tickets whilst on holiday, this may result in your having to purchase new e-tickets at full cost, which may be reclaimed from the airline three months later. There will also be a variable charge for the re-issue of charter e-tickets. Due to circumstances beyond our control, airlines may cease to operate on certain routes, which may have an effect on the brochure price, and we reserve the right to pass on any extra cost that may become due. Increased security measures may cause airlines to introduce an additional security tax and this will be added to your holiday if and where applicable.

A 2.5% handling fee applies if your holiday payment or any other payments are made by credit card. Amendment fees - see paragraph 5a) 'If you change your booking'.

Evening meals are not included unless you have pre-booked the half-board option; drinks are not included other than as stated.

Optional adventures and activities: see paragraphs 3k) and 14a) unless pre-booked and itemised on your confirmation invoice. d) Under-occupancy

We ask you to contribute towards our loss if you reserve rooms for your exclusive use, but do not fill all the beds. The supplement per empty bed payable is one half of the basic adult price shown in the price panel (except where a single supplement is specifically brochured).

e) Deposit

When you confirm your booking you must pay a deposit of £115 per person plus insurance premiums by credit or debit card.

f) Insurance - IMPORTANT

Travel insurance is essential on any holiday and particularly so for Lapland and it is a condition of booking that you have travel insurance offering at least the same or better cover as our own policy (see full Insurance details on website) which must be effected in either case at the time of booking, as it cannot be added subsequently. No liability will be accepted for anyone travelling without adequate travel insurance. Our insurance does not cover non-UK residents. Insurance policies usually specify the maximum amount covered in the event of any loss or damage, most do not cover mobile telephones and some may have exclusions for certain "extreme" sports and driving powered craft such as snowmobiles. We suggest you check the limits of cover of your chosen policy. Esprit Holidays Ltd cannot accept responsibility should any losses exceed the amount for which you can claim.

IMPORTANT NOTES ON ESPRIT INSURANCE -

Policy Document: This is available on our website, or by post on request. You must read the document carefully as it gives full details of what is and what is not covered and full terms and conditions including declaration of material facts.

Cooling-Off Period: If, after reading your Esprit insurance policy, you are not satisfied for any reason, you can write to us within 14 days of contract in order to receive a full refund of premium (less £10 per booking administration fee), provided that a claim does not exist and travel has not taken place.

Guests not taking our insurance must accept full costs and liabilities normally covered by our policy, which includes cancellation, curtailment and expenses resulting from a delayed journey to/from resort, repatriation and the activities in our Lapland programmes. An alternative policy must not expire until after the return date to the UK.

g) Adding Extras

Extras such as optional adventures featured on the website and in this brochure may be requested at time of booking. No guarantee is given that any extras can be added later. If it is possible to add items later, these will be charged at the then current selling price, not at the price valid at the time of your original holiday booking.

h) Paying the balance

The balance of your holiday cost will be shown on the final invoice and must reach our offices at least 10 weeks before your scheduled departure. If your booking is made within this period, the full amount will be payable straight away. Late payment will incur a surcharge of £15 per day per booking reference. If you have not paid the balance by the date it is due and fail to respond to requests for payment, we reserve the right to cancel your booking. You will be liable to pay cancellation charges as set out in paragraph 5(c).

i) Discounted Holidays

We reserve the right to sell holidays at a discount and you may therefore share accommodation with guests who have paid a significantly lower price. Late bookers paying discounted prices are likely to occupy the least attractive rooms and have little choice of accommodation. Discounted holidays are sometimes available for unnamed accommodation. Before booking such a holiday you should ensure that you would be happy to stay in any of the properties featured in our brochure or on our website. In the event of a complaint regarding any aspect of a 'discounted holiday' (i.e. one sold with a non-brochured discount), we reserve the right to take account of this discount when assessing any compensation or goodwill payment in response to such complaints. E.g. if there are issues which we agree would ordinarily merit recompense for someone who had paid the full value brochure price, the amount of non-brochured discount you received when making the booking will first be deducted from any such payment. If the discount already received is the same or bigger than the compensation value calculated against the full-price holiday, then no compensatory payment will be payable on top of the discount benefit already received.

j) Prices and discounts featured in this brochure and on our website supersede any previously published prices and discounts.

k) Child Reductions

Child reductions shown do not apply to room supplements, insurance, optional adventures etc. which are payable in full. All the prices and reductions shown are valid at the time of printing but are subject to change at any time. The correct current price and child reductions if applicable will be advised at the time of booking and confirmed on your confirmation invoice.

l) In-resort purchases

Payment in resort for optional activities, etc must be made at the point of booking in local currency cash, or by debit card (small local charge) or by credit card (2.5% charge). Card payments will be taken in sterling converted from the local currency price

at the applicable exchange rate at that time. We reserve the right to involve local police if due payments are withheld for any reason.

m) Travel Agent Bookings

If you book through a Travel Agent they will act to pass information from you to us and vice versa. They will also receive payment from you for their holiday. Any advice given to you from your Travel Agent which is not based on advice given to them by Esprit is their responsibility. In these circumstances we do not accept liability if incorrect advice is given to you by your Travel Agent.

4 ALTERATIONS OR CANCELLATION OF THE BOOKING BY US

a) Alterations before your holiday

Because travel arrangements and programmes are planned many months in advance, it is sometimes necessary to make changes or cancel the arrangements altogether.

Therefore, we must reserve the right to make changes after we have entered into this contract. Although your confirmation and subsequent invoices will show the latest flight timings, these will not be confirmed until your tickets are sent and occasionally may change after this, due to circumstances outside our control. Usually only minor changes are made to arrangements, which we are not obliged to advise and for which no compensation or refund is due. However, should a major change be made (as defined below) we will advise you as soon as we are in a position to do so and you have a number of options available to you, subject to para. 4(b) "Compensation payment exceptions":

Minor Changes - these include change of airline, flight time by less than 12 hours; routings, aircraft type or overseas arrival airports and any other change not specified under Major Changes below.

Major Changes - these include change of UK airport (excluding a change of London airport on trips of 3 days or more), resort, time of departure from the UK delayed by more than 12 hours, accommodation of a lower official classification, cancellation of holiday. If we alter your booking in any way which amounts to a major change as defined above or if we cancel the original booking within 70 days of the scheduled departure, you will have the option to: (i) accept the new holiday arrangements offered by us, or (ii) purchase another holiday from us (if available), at the current selling price, or (iii) cancel your holiday with us altogether and receive a full refund of all monies paid and received by Esprit Holidays Ltd. You must advise us which option you wish to accept within 7 days of notification. If you do not contact us within 7 days, we will assume you have chosen to accept the alternative holiday arrangements offered. Whichever option you choose, you will be entitled to compensation as outlined in the table below, subject to "Compensation payment exceptions" in paragraph 4(b).

If you contact us but seek to refuse all three contracted options above, we reserve the right to cancel your holiday at that time and refund all monies paid and received by Esprit Holidays Ltd.

Period before scheduled departure within which a Major Change or booking cancellation is notified to you or your travel agent	Compensation per paying person
More than 70 days	Nil
43 - 70 days	£15
29 - 42 days	£25
15 - 28 days	£30
0 - 14 days	£40

b) Compensation payment exceptions

Compensation payments or refunds will not be made where cancellation or change is due to unusual or unforeseen circumstances beyond our control known as "force majeure" such as but not limited to: war or threat of war, riots, civil strife, terrorist activity, industrial disputes, natural or nuclear disasters, epidemics, health risks, fire, technical problems with transport, closure or congestion of airports, stations or ports, cancellations or changes of schedules by carriers due to adverse weather conditions; or where we cancel the holiday as provided for in paragraphs 3h) above and 4d) below.

Compensation will not be paid to adults or children travelling on a free place and will be paid on a pro-rata basis of the adult rate where children have received a reduced rate. These compensation payments do not apply to discounted holidays.

c) If we change your holiday arrangements during the holiday

In the unlikely event that your accommodation is not available on your arrival due to a situation outside our control, of which we may not have been notified in time to advise you before your departure, we will endeavour to provide accommodation of equivalent standard in the same area. If we are unable to do so we will refund the difference in price together with a compensation payment of £40 per person, subject to "Compensation payment exceptions" in para. 4(b) above. If during your holiday it is necessary for us to make any changes to your return transport arrangements, we will make the best suitable arrangements and advise you as soon as we are in a position to do so. If this involves a change of UK arrival point we will make onward arrangements to transport you by coach or otherwise at our election to your original place of departure and pay compensation of up to £40 per person subject to "Compensation payment exceptions" above.

d) Your Conduct

We reserve the right to refuse to accept a booking or to cancel, without further liability by us, an existing holiday booking of any prospective guest (and connected party members who are unable or unwilling to retain their bookings applying any consequential price adjustments), if in our reasonably held opinion:

- i) you behave either during the process of booking or subsequently on holiday, in an excessively aggressive, antagonistic or threatening manner towards any member of our staff, the company or fellow guests, or
- ii) there has been unacceptable conduct of any kind related to any previous booking with the company, or
- iii) there is outstanding financial liability to Esprit Holidays Ltd, regardless of whether or not the company is on notice of any set-off or counterclaim.

The right of cancellation in (ii) and (iii) above shall be exercised with reasonable advance notice where practicable.

5 ALTERATIONS OR CANCELLATION OF THE BOOKING BY YOU

a) If you change your booking

If you wish to make any changes to your holiday booking, including name changes, once we have issued a confirmation invoice but outside the cancellation period outlined below, we will do our best to help. However, we may not always be able to meet your request and have no obligation to do so. Where it is possible to meet your request, the total holiday cost will be recalculated in accordance with any new arrangements, taking into account under-occupancy supplements, flight supplements, any applicable cancellation fees or other extra charges payable and a new confirmation invoice will be issued. We will charge you an amendment fee of up to £25 per person. If you wish to add any extras or additional passengers onto the booking and we are able to confirm this, no amendment fee will be charged provided the amendment is made more than 21 days before the date of departure. There will be a charge of up to £60 for changing names on charter flights once e-tickets have been issued.

b) Transferring your booking

If you are prevented from travelling, you may transfer your booking to another person or group as long as you give us 21 days' notice and the arrangements remain exactly the same as the original booking. You must also agree to pay any charges we may incur or reasonably levy to make this change. For the purpose of this contract we define "prevented" to be death, accidental injury, illness, witness summons, redundancy of yourself or travelling companion or the death, accident or illness of a close relative. If you wish to transfer your booking to another Esprit Holiday Ltd programme, thereby changing the arrangements completely, this will be treated as a cancellation with loss of deposit and, if applicable, cancellation charges as set out below and it will be necessary to re-book another holiday.

c) Cancelling your booking

If you wish to cancel the holiday of one or more members of your party, the party leader named on the booking form, or your travel agent, must advise us immediately by writing to us (sending the letter by recorded delivery, with the postal receipt kept as proof), at Esprit Holidays Ltd, 185 Fleet Road, Fleet, Hampshire GU51 3BL. **Verbal cancellations will not be accepted.** Cancellation periods are calculated from the date your written notification of cancellation is received in our offices. If you cancel prior to the scheduled date of departure, you will be liable to pay the cancellation charges set out in the table below. The term "total holiday cost" in the table means the total holiday cost for all persons cancelling and shown on our invoice and includes extras such as optional adventures etc.

Period before scheduled departure date when your cancellation notification is received	Cancellation charge expressed as a % of total holiday cost
70 days or more	Deposit and insurance
28 - 69 days	55%
15 - 27 days	70%
0 - 14 days	100%
Departure date/no show	100%

In addition to the above charges, if one member of your party wishes to cancel, this may mean that the accommodation booked will be under-occupied and result in the other members having to pay any additional applicable supplements or child discount changes to retain the booking. If you choose to cancel your holiday on the day of departure due to circumstances beyond our control, e.g. as a result of an extended flight delay, no compensation or refunds will be payable by ourselves and any such claims should be forwarded to your insurers. This clause does not affect your statutory rights. Insufficient snow or ice in resort is not considered a reason to cancel and our suppliers will do their best to include other activities to replace those dependent on weather conditions.

d) If you change the arrangements whilst on holiday

If you wish to make any changes to the arrangements we have been contracted to provide, whilst on holiday; for example, upgrading your accommodation, extending or reducing your holiday duration, all such requests will be subject to availability and any extra costs, including cancellation charges, must be met by you and paid locally. As this alters the basis of your booking contract, it is essential such changes are arranged through us in writing, either with our local representative/agent, area office or, if this is not possible, our head office in the UK.

6 SECURITY AND STANDARDS

As an established specialist tour operator of some 28 years we can assure you of our high standards.

ATOL - When you buy an ATOL-protected air holiday package from Esprit Holidays Ltd, you will receive a confirmation invoice from us (or via our authorised agent through which you booked) confirming your arrangements and your protection under our Air Travel Organiser's Licence 2096.

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. The price of our air holiday packages includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices.

ABTA - Esprit Holidays Ltd is a member of ABTA with membership number V3614. 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, 30 Park Street, London, SE1 9EQ Tel: 020 3117 0500 or www.abta.com. Our ABTA Bond provides financial protection, in the event of our insolvency, for the money you have paid and that has been received by us for your non-flight-inclusive holiday and for your repatriation.

7 OUR LIABILITY TO YOU

If the contract we have with you is not performed or is improperly performed by us or our suppliers we will pay you appropriate compensation if this has affected the enjoyment of your holiday arrangements. The implied terms of contract with regard to reasonable skill and due care, shall be deemed to have been complied with when provision has conformed with local regulations or, in their absence, then with local custom. We shall not be liable where any failure is due to you or a third party unconnected with the provision of the holiday arrangements nor where the failure is unforeseeable or unavoidable nor where unusual circumstances arise beyond our control the consequences of which could not have been avoided even with the exercise of all due care. We will not be responsible where you suffer any problems or loss of enjoyment as a result of something of which you did not make us aware at the time of booking, and where the problems suffered were not resultant of any breach of our contract or other fault of ourselves, our suppliers or agents. Our liability to you (excluding that for personal injury, illness or death) will be limited to twice our invoiced cost of your holiday. Our liability will also be limited as provided in the contractual terms of the companies that provide the transportation. These terms are incorporated into this contract. We shall have the benefit of all limitations on compensation contained in any relevant international convention, such as the Montreal Convention for travel by air and the Paris Convention in respect of the provision of accommodation. Conventions limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. Copies of all such terms are available on request from us.

Under EU law you have the right in some cases to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delays to flights. Details are publicised at EU airports and are available from airlines on your request. However reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us, the provisions of clause 5 above apply. 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 0207 240 6061, www.auc.org.uk. Our limitations of liability generally in these booking conditions and particularly with regard to the consequences of air schedule changes, delays and diversions, are significant factors in the pricing of our packages and take account of the availability of travel insurance that will make awards which can be used to offset and in some cases cover losses, costs and expenses in some circumstances not covered by us.

a) Personal injury and illness

We can only accept responsibility for death, bodily injury or illness caused on holiday if it is proved this is due to the negligence of our employees or suppliers acting in the course of their duties in the supply of the inclusive elements of the holiday and this is brought to our attention in resort and within three months from your return from holiday. We shall not be liable, where any injury, illness or death was caused by circumstances which could not have been predicted by or avoided by the person responsible, whether an employee of Esprit Holidays Ltd or of a supplier, even with the exercise of all due care. If any member of your party suffers injury, illness or death whilst on holiday which is not connected with arrangements made and paid for through us, we will, at our discretion, offer advice, guidance and assistance provided you report the problem to us and the supplier whilst you are in resort and write to us within three months of your return from holiday. Where legal action is contemplated and you want our assistance, you must obtain our written consent prior to commencement of proceedings. Our consent will be given subject to your providing proof that your insurance company has received a claim from you under the legal expenses or equivalent section of a valid insurance policy and your undertaking to reimburse our costs out of monies received, if any, under such insurance policy or under a successful claim for costs against a third party. In financial terms assistance will be limited to £5,000 per booking reference with any payments being made at our discretion. Assistance may be with information on foreign lawyers, legal processes and time limits, translation and/or communications with local and regulatory authorities.

b) Refunds

If you have booked any special tours, excursions or packages and these are unavailable due to adverse weather conditions or other circumstances beyond our control, no refunds will be made, and any claim for reimbursement should be made under your own travel insurance policy. No refund will be given should you choose not to take part in any of the above once you are in resort. Please note refunds will not be made for any unused portion of travel or accommodation arrangements.

c) Anti-social behaviour/bullying

We accept no responsibility or liability for making alternative arrangements for accommodation or repatriation nor for covering any costs you may incur should an accommodation owner or manager, senior Esprit employee or supplier's representative consider it necessary to terminate your holiday arrangements as a direct result of your anti-social behaviour or verbal or physical abuse or bullying of our staff, our suppliers or other guests, or if such behaviour is deemed likely to cause a disturbance to other guests. This also applies if, in the opinion of the carrier, you appear unfit to travel or you appear likely to cause disturbance or danger to any other passengers. Action will be taken in any such event, which may include terminating an abusive telephone call in the UK or, if the behaviour occurs overseas, calling the police and/or terminating the holiday. No compensation will be payable for the cancellation or early termination of a holiday due to such behaviour, or for cancellation or early termination of the holiday arrangements of connected party members who cannot continue their arrangements without the person affected. We accept no responsibility for any inconvenience or upset caused to you by the actions or behaviour of other guests.

d) Optional Adventures - Snowmobiles, husky rides etc

Any arrangements made by you independently of our company are at your own risk and you should make sure you are appropriately insured. Please note that when we sell these activities, we act only as your booking agent with the suppliers and not as principals. We shall be liable for what our agents and suppliers do or omit to do if they were at the time undertaking only such work as they were contracted by us to do and they failed to exercise reasonable skill and care in accordance with local laws, regulations and customs.

e) Food & Other Allergies

Unless confirmed by Esprit as a condition of the contract under the 'Special Request' provisions of paragraph 10 of these Booking Conditions, neither Esprit Holidays Ltd, nor the hotels and cabins featured, nor the activity suppliers, nor any airline, accept any responsibility or liability either for the provision of special dietary ingredients or for the avoidance of any specific ingredients or traces of such ingredients in meals supplied or otherwise. In confirming your booking, the party leader accepts that responsibility for management of any allergic condition relating to any member of his/her party rests solely with the individual concerned, or with the parent or guardian in the case of a child.

8 YOUR LIABILITY TO US

The accommodation we have booked on your behalf is available for use only by those persons included on the booking, unless otherwise agreed by us in writing prior to departure from the UK. Whilst on holiday you are responsible for any damage caused to your accommodation or other facilities or equipment you use (i.e. damage to snowmobiles, sleighs etc) except by persons not known to you or us and unconnected with the contract between us, and you are responsible for meeting any charges levied by either the owner, supplier or Esprit Holidays Ltd to rectify such situations. If payment is not made in resort, you will be required to give a signed undertaking to reimburse Esprit Holidays Ltd within 21 days of your return to the UK. You may be denied boarding of the homebound aircraft in the event of an unreasonable refusal either to pay in resort or give such an undertaking.

9 COMPLAINT RESOLUTION

Any problems should be brought to the attention of our representative/agent and the relevant supplier whilst you are on holiday. They will make every effort to achieve a satisfactory solution. If you fail to follow this procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in resort, and this may affect your rights under this contract. If issues remain unresolved you should write, within 21 days of your return, to our Guest Relations Manager by email to gr@esprit-holidays.co.uk or by post to our UK address, quoting your booking reference number. If you do not tell us within this timescale, this may affect our ability to investigate and take corrective action and may impact on the way your complaint is dealt with. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. Upon receipt of your letter, in accordance with the ABTA Code of Conduct, we will acknowledge it within 14 days, investigate the points raised as appropriate and reply within 28 days or, if this is not possible, send you an interim letter advising of our progress. **Please note that we are unable to respond to phone calls before a written complaint has been received and that the Managing Director will not investigate any complaint that has not first been addressed to the Guest Relations Manager.** If we are still unable to reach an amicable solution on your return, any dispute arising out of or in connection with this contract may be referred to arbitration, if you wish, under a special scheme arranged through ABTA and

administered independently by the Independent Dispute Resolution Service (IDRS) offering low cost arbitration on a documents only basis. There are some restrictions on the type of claim suitable for this scheme and it is not usually available for claims over £5000 per person or £25000 per booking reference nor for personal injury or illness claims. Applications including statement of claim must be received by the IDRS within 9 months of the date of return or event leading to dispute, if later. Details on request or on www.abta.com. Please also see section 7 Our Liability to You.

For injury and illness claims, you may like to use the ABTA/IDRS mediation procedure, Resolving All Personal Injury Disputes (RAPID). This is a voluntary scheme aimed at helping resolve disputes quickly and cost effectively. Our agreement is required for mediation to go ahead. Details from www.abta.com.

10 SPECIAL REQUESTS

We will pass on any special requests made to us in writing and try to meet them but cannot guarantee to do so. Your special request will be shown on your confirmation invoice to signify your request has been made but this is not an indication that it can be fulfilled. Special requests do not form part of our contractual agreement and we will have no liability if they are not met. Any special requests you have such as vegetarian meals, special facilities, specific room allocations or any other requirements you consider important, should be made known to us at the time of booking and advised to us in writing. If you require the fulfilment of your request to be a condition of your contract with us, this can only be done if you advise us promptly in writing and our suppliers agree they can meet your request and we confirm this to you in writing separately to the confirmation invoice.

11 ADMINISTRATION CHARGES

a) Administration Charges

We reserve the right to charge a Late Booking Administration Fee for bookings made within 18 days of departure. The charge is usually £20 per person, but may be more if required to cover exceptional costs of any kind. This charge does not relate to making amendments to your booking, see paragraph 5(a) 'If you change your booking'.

b) Lost Property

A report of any lost item must be made immediately to the Esprit Holidays Ltd Representative if the loss is noticed whilst overseas, or to our UK office by email to lost@esprit-holidays.co.uk within two days of your return from holiday. If found, the return of your property will carry an administration fee, normally £25, but up to £50 for high-value items (e.g. iPods, mobile phones etc), plus the cost of postage. No item will be returned unless this fee is paid in advance. We cannot guarantee the return of any item of lost property, and our staff's involvement in tracing it shall not constitute acceptance of any liability for the item at any stage of the process.

12 JURISDICTION

This contract is governed by the laws of England and Wales and exclusive jurisdiction is conferred on the English and Welsh Courts. No Esprit Holidays Ltd employee or representative has the authority orally to vary these terms and conditions or the information within this brochure or on our website, or any of our company literature or enter into verbal agreements with our guests.

13 ACCURACY OF BROCHURE/WEBSITE INFORMATION

To the best of our knowledge the information contained in this Special Edition brochure and the website is correct at the time of publication. However, we reserve the right to

make changes after publication and will advise you of any changes which we consider significant at the time you book your holiday or when they are known to us.

Facilities such as a lift, log fire, pool, sauna, steam-room, hot-tub, TV/DVD player or other leisure facilities contracted through us may become unserviceable during the season. If these are important to your holiday enjoyment, you must advise us in writing at the time of booking. If such a facility is considered 'essential' to your holiday, then it must be made a condition of the contract, by taking the steps outlined in paragraph 10. As facilities offered in our partner hotels are not owned by Esprit, we have no control over their operation and are rarely given notice should such facilities be withdrawn, suspended, curtailed or moved. If we are informed that there have been any changes to such facilities, and you have alerted us to the fact that they are important to your booking, we shall do our best to advise you. We shall not be obliged in such circumstances either to provide the facility or to compensate for its absence.

The pictures shown in the brochure/website are included for their style and general relevance and unless stated are not necessarily taken at the resort or property featured. Photographs of rooms are intended to give an indication of the general appearance but rooms within hotels will inevitably vary particularly where there has been partial refurbishment.

Where distance is quoted in time taken to walk, we have used as a guideline that 100m takes an adult one minute to walk in standard footwear under snow and ice free conditions.

Early season holidays particularly, and occasionally other dates, may sometimes be affected by the closure of certain resort facilities such as swimming-pools, saunas, ice rinks, bus services, and other activities etc., due to maintenance/refurbishment, poor weather conditions or lack of tourists, or moved (for example in the case of the location of certain activities).

Activities offered by our partner properties and ground-handling suppliers are also subject to variation or withdrawal at any time. As such facilities are not owned by Esprit, we have no control over their operation and in many cases are not given notice of their closure. We cannot accept any responsibility should such facilities or activities be withdrawn, curtailed or moved. Esprit Holidays Ltd cannot accept responsibility for any losses incurred as a result of industrial action in resort e.g. strike action by bus drivers etc. Advertisements and descriptions of resort facilities in hotel information folders are not intended to be recommendations.

14 IMPORTANT INFORMATION

a) Activities

The activities described will not necessarily take place in the exact order in which they are described on the website/brochure, and due to circumstances outside our control it may be necessary to vary the itineraries at very short notice. Esprit Holidays Ltd reserves the right to do this when necessary. The length of the rides shown in our itineraries is a guideline only, and may vary according to safety or weather conditions, the number of huskies and reindeer available and other issues beyond our control and no guarantee is given as to the specific length of each ride. 'Huskies' is the generic term for the range of breeds used by Lapland's dog-sled providers. Some features included in the itineraries rely on satisfactory levels of snow and ice and should the levels be inappropriate, suppliers will do their best to offer alternative activities. Insufficient snow or ice in resort is not considered a reason to cancel or grounds for compensation. Safety instructions are given prior to each activity or safari, not including tobogganing or other similar informal activities, and parents are reminded that children must remain under their control at all times.

Age limits or qualifications apply to several features, e.g. a full driving licence is required and must be produced on request before driving snowmobiles; minimum 18 years (but dependent on size and weight) to drive a husky sled, passport evidence may be required. Our reservations team has full details and you should enquire before booking if any limitations to activities are of paramount importance to you. Strict drink driving laws apply to snowmobile driving, as with any vehicle. During a snowmobile safari, children are transported in a separate sled driven by a guide, whilst parents drive or are a passenger on a separate snowmobile. Young children cannot ride pillion on a snowmobile and the recommended minimum height to ride pillion is 1.40m. As most activities take place outdoors in Arctic conditions, they are not all suitable for babies and very young children. We take advice from our suppliers daily on whether children under four years old should be allowed to participate in certain activities due to weather conditions and other factors. No refund or compensation is applicable if young children and the accompanying carer are unable to take part in a particular activity. If any activity, whether pre-booked in the UK or booked locally, does not ultimately take place, the liability of Esprit Holidays Ltd is limited to a refund of the price paid for that specific activity only and no additional compensation will be payable.

Northern Lights Adventure: Whilst it is hoped that these natural phenomena will appear during the safari, they cannot be guaranteed and no refund or compensation is applicable should they not be visible.

Please note we do not operate any of these activities ourselves and arrangements are made by us acting as your agent and not as principal. We endeavour to ensure that all activities contracted through us are undertaken with reasonable skill and care in accordance with local laws, regulations and customs. **However, it is not feasible to make the activity programmes completely risk free and it is a condition of your booking that you accept that you are taking risks and that it is your responsibility to be insured to the levels reasonably required for your circumstances.**

b) Esprit Staff

Our staff are recruited and trained to provide a quality holiday for all our guests and you will have the resources of our staff to help you in any way they can during your trip.

Please note that we do not provide nanny or nursery care and all children remain the responsibility of their accompanying adults at all times.

c) Climate

In December, temperatures in Lapland normally range between -7°C and -35°C. Snowfall can be extremely heavy at this time. Daylight is limited to between 10.30 and 14.00, with long periods of twilight either side of night.

d) Clothing

Whilst thermal suits and boots are provided free for the duration of your stay, you are advised to bring layers of thermal and fleeced clothing to wear underneath when you are outdoors. Several layers of clothing provide better insulation from the cold than one or two thick items. Balaclavas, face masks and extra warm headgear are also suggested. The heating in hotels is extremely efficient so lighter clothing is required indoors.

e) Photographic equipment

The extreme cold can adversely affect some photographic equipment, especially camcorders, so please refer to the manufacturer's guidelines and ensure protective covers are purchased if advised. Batteries can discharge very quickly in the cold, so back-ups are advisable.

f) Time

Lapland is 2 hours ahead of UK time in December (i.e. GMT +2)

g) Santa Claus

Detailed information about the family's meeting with Santa Claus will be sent to all parents once a holiday has been confirmed.

15 TRAVEL ARRANGEMENTS

All flight arrangements are made under our own Air Travel Organiser's Licence number 2096. When you travel by air, land or on water, the relevant carrier's Conditions of Carriage will apply to your journey, some of which may limit liability, as set out under 'Our Liability to you'. All land and air travel arrangements, airlines, aircraft types, timings, routings and arrival airports are provisional until confirmed with our e-tickets and may change after this due to circumstances beyond our control. Operational decisions may be taken by carriers and/or airports and other such authorities, resulting in delays, diversions or re-scheduling. As this is not within our control, we cannot accept liability for such situations. We reserve the right to substitute airlines/aircraft and make any necessary alteration to your travel arrangements, including the method of carriage. In a force majeure situation, such as severe weather conditions or industrial disputes, we reserve the right to substitute airlines/aircraft and make any necessary alteration to your travel arrangements, including the method of carriage, (e.g. a coach transfer may be necessary from one UK airport to another), to enable us to fulfil our obligation to transport you to and from the resort or your UK departure airport.

a) Flights

Pregnant women are usually eligible to fly up to the 28th week of pregnancy on the date of return travel, but as this may vary, please check beforehand with both your doctor and the relevant airline. Children under two years of age on the return date of travel must sit on a parent's lap and are not entitled to a luggage allowance or catering. Civil Aviation Authority regulations dictate that a child of 2 years or older on date of return travel must have its own air seat, and will otherwise be denied boarding by the airline. Such a child must be booked and priced accordingly.

Seating families together on the aircraft cannot be guaranteed in all cases although cabin crew will do their best. Clearly, when a flight is full for example, it may be physically impossible to seat every single family as they would wish.

Light refreshments or a meal are not included on flights, although our partner airlines offer a 'Buy-on-Board' light refreshment service, or if preferred you can purchase refreshments at the airport prior to boarding.

b) Flight Delays and Diversions

If our charter flight is delayed over six hours, Esprit Holidays Ltd in conjunction with the airline will endeavour to provide light refreshments or a meal, though this will be dependent on availability of suitable facilities at the airport. If there is an extended delay, if necessary and where possible, we will arrange overnight accommodation, again dependent on availability of local facilities, the cost of which, if not covered by the airline, must be claimed on your own travel insurance. See separate Insurance details on the website. If you are using connecting or internal flights to join our flight and experience a delay, we ask that you telephone us to inform us of your amended travel arrangements. Relevant contact details will be provided with your travel documentation. Esprit Holidays Ltd and the airline do not offer compensation for inconvenience or loss of holiday time caused by flight delays or diversions. Similarly, it is not possible to obtain refunds for any unused accommodation, facilities or activities in the event of an extended delay, however these items may be covered on your own travel insurance. Please note that if you are unable to reach or leave your resort due to force majeure circumstances such as road closures, weather or traffic conditions etc, Esprit Holidays will provide reasonable assistance with alternative arrangements, but any costs incurred must be borne by you and claimed on your travel insurance as appropriate.

c) Baggage and Baggage Allowance

The baggage allowance for our flights as advised with your flight e-tickets (normally 15-20kgs per person, excluding infants) must not be exceeded in any circumstances, or check-in staff may levy excess baggage charges or be unable to place your luggage on the flight. All your belongings remain your responsibility at all times and Esprit Holidays Ltd will not be held responsible for any items being mislaid, loaded onto wrong coaches, left behind etc. It is normally your responsibility to manage your baggage at all times including its transfer to and from hotel rooms. Esprit Holidays Ltd accepts no responsibility for luggage lost by the airline or airport baggage handlers, and if this occurs, you should contact the airline or airport directly and use your travel insurance for any resulting claim.

d) Buggies

Passengers travelling by air with infants will be pleased to note that you can keep collapsible buggies with you until you board the aircraft. The snow terrain may limit their usefulness in resort, however they are a godsend at the airport!

e) Transfers

Transfer times are approximate and may be affected by weather and road conditions. Although many coaches are equipped with wcs, they are not always available for use, for a variety of reasons. European coaches do not normally have fitted seat belts. Infants under 2 on the return date of travel must sit on a parent's lap.

16 HOTEL INFORMATION

The hotels shown in our brochure and on our website have been given Esprit's own diamond ratings to give an indication of the style and standard of the hotels in comparison to each other. Our ratings are based on senior management inspections and previous guest feedback and naturally a certain amount of personal opinion is involved. We emphasise that these are not official ratings, and cannot be compared in any way with any system of official hotel star ratings.

It is becoming increasingly common for hotels to take an imprint of your credit card for security reasons when checking in.

a) Meals The first meal of your stay is usually dinner on your arrival evening if you have booked the half-board option, and the last meal included is breakfast on departure day. Food is either international cuisine or traditional Finnish fare and is usually buffet style. . Please note that Gala Dinners in hotels in Saariselka do not follow traditional British Christmas dinner menus, but are buffet-style including a selection of international dishes and Lapland specialities. Please note that if the minimum numbers required for a particular hotel to provide the Gala Dinner are not reached, the Gala Dinner may be provided for you in one of our other hotels, a short walk away, joining other Esprit guests.

b) Bedrooms

Beds may be sofa-beds, chair-beds or folding beds, particularly in family accommodation where part of the room is intended as either a sleeping area or a sitting area. Where children share bunk beds, we recommend six years old as the minimum age for occupying the upper bed. Cots are usually available free of charge, if requested at the time of booking. Please note that the addition of a cot may restrict room space and we cannot guarantee that cots will meet British Safety standards. Bathrooms may not always have full size baths and showers may not always have a shower tray or curtain. Soap and shampoo are not usually provided. 'Private facilities' are not necessarily en-suite – please check individual property descriptions.

Some hotels ask guests not to wear outdoor shoes/boots inside the building, so it is advisable to take indoor shoes or slippers with you.

Hotels may provide a Continental twin (a double bed frame with two single mattresses and two single duvets) in rooms described as doubles or twins. You must advise us in writing if this is not acceptable to anyone included on your booking.

c) Facilities

There may be a small charge for facilities such as pools, saunas, leisure activities, fitness rooms etc., unless stated as being free or included. Please bear in mind that the range of equipment in fitness rooms and health suites may vary and will not be as extensive as a purpose built gym. Swimming pool, steam bath and sauna temperatures are determined by the hotel management in accordance with local regulations or custom and may not always match guests' expectations. Please note some communal saunas are clothing-free areas! Leisure facilities may be subject to limited opening hours and there may be restrictions on their use by children.

Where descriptions state 'Satellite TV or Cable TV', these will normally have a limited selection of English-speaking channels, e.g. news, and not a full range of sport or children's channels. Some hotels may also offer a 'Pay for View' film channel.

17 VISAS, PASSPORTS AND HEALTH

The party leader is responsible for ensuring all party members are in possession of a valid passport (a full 10 year passport in the case of British Citizens over the age of 16 on return date). British Citizen children under 16 years old and not already on a parent's passport valid for the dates of travel, must have their own passport. Your specific passport, visa and immigration requirements, including any minimum required validity period beyond holiday dates, are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. Esprit Holidays Ltd accepts no liability if you cannot travel or re-enter the UK due to non compliance. Your passport and any travel documentation you arrange must show the same surname and initials. If these details change between making the holiday reservation and departure from UK, you should have the travel documentation changed. If you don't have time, please carry the appropriate documentation, such as a marriage certificate, with you.

Health

You are advised to obtain the Department of Health leaflet Health Advice for Travellers, on 08701 555 455 or email:dh@prolog.uk.com.

Special Needs: If you have any special requirements it is essential you bring these to our attention at the earliest opportunity and before choosing your holiday. It is therefore important you provide us with written details of your requirements in order that we can help you find a suitable holiday.

18 TRAVEL GUIDANCE

The Foreign & Commonwealth Travel Advice Unit may have issued guidance on your destination. You can check through the ABTA Consumer Affairs information line on 0901 201 5050 or at www.fco.gov.uk/knowbeforeyougo.

19 PHOTOGRAPHS and DATA PROTECTION POLICY

In order to make our brochure and website truly representative of our holidays we use photographs of guests, both adult and children. The photographs are never released with any guest details and by making a booking, you agree to pictures of your family being included in the brochure or other marketing publications, unless you advise us to the contrary in writing at the time of booking. In order to process your booking and to ensure your travel arrangements run smoothly and meet your requirements, we need to use the information you provide such as name, address, any special needs/dietary requirements etc. We take full responsibility for ensuring that proper security measures are in place to protect your information. We must pass the information on to the relevant suppliers of your holiday arrangements, such as hotels, transport companies etc. This information may also be used for future communications from Esprit, (including for

example the use of names and contact details for brochure mailings and e-newsletters) and it may also be provided to security and checking companies and public authorities such as customs/immigration if required by them or as required by law. If you do not agree to any or all such uses, you must advise us accordingly in writing by registered post.