

Greatdays Holiday Services Limited General Terms and Conditions of Contract ("the Agreement")

Between

Greatdays Holiday Services Limited, a company registered in England and Wales under company number 01923310 whose registered office is at Chapel House, 1 Borough Road, Altrincham, Cheshire, WA15 9RA ("the Company, we, us, our"),

&

The Operator detailed on the purchase order form ("The Operator, you, your") each referred to in this Agreement as a "Party", or together as "the Parties".

BACKGROUND:

Our Services are provided to you in a business-to-business capacity. We act as a wholesaler at all times and do not enter into consumer contracts.

This Agreement governs any reservation for accommodation, transport, services, amenities and/or facilities ("Services") and the terms on which we authorise you to make onward sales of those Services.

The parties agree as follows:

1. BOOKINGS

1.1 The Operator may request Services with The Company by accepting our quote in writing delivered to The Company, but the contract between The Company and The Operator is formed when:

(a) The Company confirms the Operator's request by sending to the Operator a written form of confirmation and;

(b) the Company receives from the Operator the deposit amount as set out in clause 3 below.

1.2 Each order which is so accepted by The Company shall constitute an individual contract between The Company and The Operator ("Booking"). Each such Booking shall be subject to the terms and conditions set out in this Agreement.

1.3 This Agreement shall override any contrary different or additional terms or conditions (if any) contained on or referred to in an order form or other document or correspondence from the Operator and no additional alteration or substitution of this Agreement will bind The Company or form part of any Booking unless they are expressly accepted in writing by a person authorised to sign on The Company's behalf.

2. LICENCES

2.1 The Company grants The Operator a non-exclusive, world-wide licence for the term of this Agreement to reproduce (and re-size where necessary) the photographs and descriptions of the Services ("the Content") provided to The Operator by The Company for the purposes of re-selling the Services to its customers. The licence granted by this Clause is non-assignable; personal to The Operator and cannot be sub-licensed.

2.2 The Intellectual Property Rights in all Content shall remain vested in The Company or the applicable copyright owner. The Operator shall not use the Content for any purpose other than that expressly granted by the licence in this Clause 2.

3. PRICE & PAYMENT

3.1 The Operator shall pay a deposit in the amount as set out in the confirmation, at which point the Booking will be formed. If the deposit is not received by The Company within 28 days of the date of the confirmation the Company is entitled to assume the Operator does not wish to create a Booking.

3.2 The balance of the purchase price must be received by The Company not less than 4 weeks before the beginning of the Services, unless otherwise instructed in writing.

3.3 Payment shall be made by the Operator to Greatdays Holiday Services Limited or direct to Barclays Bank Plc, Sort Code 20-01-96, 48 – 50 George Street, Altrincham, WA14 1RH, Account Number : 30424196 Account name: Greatdays Trust Account no.1. Payment by this method must clearly state the invoice and booking reference number to which it refers.

3.4 The Company shall have right to charge Operator interest on any outstanding sum due under this Agreement from the date on which such sum was due until actual payment at the rate of 8 per cent.

3.5 The Company shall be entitled to charge the Operator a surcharge in the event of a fluctuation in exchange rates or in the event of the imposition or increase of any dues, levies or taxes or fees arising from the result of governmental action (including, but without limitation, an increase in VAT).

4. OBLIGATIONS OF THE OPERATOR

The Operator undertakes and warrants to The Company that it shall:

(a) ensure that its obligations under this Agreement shall be performed by competent persons with appropriate levels of qualification and experience and with reasonable diligence, skill and care;

(b) not at any time do, authorise or permit any act or omission which in any way shall alter, harm, misuse or bring into disrepute, impair or adversely affect the intellectual property rights of The Company;

(c) not perform its obligations under this Agreement in any manner which is inconsistent with this Agreement and which in the reasonable opinion of The

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Company is prejudicial to the reputation of The Company;

(d) comply with all relevant laws, regulations and any requirements of any regulatory, governmental or quasi-governmental body or agency.

5. COMPLAINTS

5.1 Without prejudice to the remainder of this clause 5, The Company endeavours to provide the Services to a very high standard. However should The Operator or any of its customers encounter any issue or problem with the Services; The Operator must contact The Company immediately who will endeavour to assist. Where possible, all such issues or problems should also be raised directly with the third party supplier at the time of arising, to enable investigations to take place and remedies (where possible / appropriate) to be implemented.

5.2 The Operator accepts that it is liable directly to its customers for the proper performance of the obligations arising from The Operator's contract with its customers.

5.3 In the event of a complaint being made to The Operator by any of its customers in accordance with the above, relating to The Company and in particular the inadequacy or non-provision of the Services, The Operator must notify The Company in writing of any such claim or complaint immediately upon receipt.

5.4 Following investigation, The Company shall advise The Operator of its decision and/or the amount of compensation(s) agreed (if any) to The Operator in writing. The Company shall pay such amounts to The Operator as agreed between the parties. It is understood that The Operator shall not deduct the amounts relating to compensations from payments due by The Operator in accordance with clause 3, except where

expressly agreed between the parties in writing.

5.5 The Operator acknowledges and accepts that The Company is under no obligation to honour any compensation already proposed or granted by The Operator to its customer.

6. CANCELLATION BY THE OPERATOR

6.1 The Operator may cancel the Booking at any time before the tour has begun.

6.2 If the Operator cancels the Booking or if it fails to start the Booking, The Company shall be entitled to make the following charges:-

a) In the case of cancellation prior to the cancellation deadline as set out in the booking confirmation The Company shall be entitled to retain the deposit paid by the Operator under clause 3 above plus any irrecoverable prepayments that were required to be made; or

b) In the case of cancellation by the Operator after the cancellation deadline as stated in the booking confirmation or in the event that the Operator fails to start the Services without any notification to The Company or without any cancellation notice, The Company shall be entitled to charge the Operator in full for the tour.

6.3 Should the Operator only cancel some of the passengers on the Booking after the cancellation deadline stated on the booking confirmation the Company shall be entitled to charge the Operator in full for those passengers.

7. CANCELLATION BY THE COMPANY

7.1 The Company shall be entitled to cancel any Booking by giving notice to the Operator at any time if the Operator has failed to make any payment under the terms of this Agreement or if the

Operator has failed to make a payment under the terms of any other contract with The Company.

7.2 In the event that The Company cancels the Booking in accordance with the provisions of clause 7.1 above The Company shall be entitled to retain any deposit paid by the Operator in accordance with clause 3 and claim from the Operator any costs incurred by The Company to the date of cancellation in making arrangements for the provision of hotels or services under the terms of the Booking.

8. CANCELLATION OF THE BOOKING FOR REASONS BEYOND THE CONTROL OF THE COMPANY OR THE OPERATOR

8.1 Either The Company or the Operator may cancel the Booking if the Services the subject of the Booking is rendered substantially different or is endangered or adversely effected by extraordinary circumstances which were not foreseeable when the contract was formed or by events which are beyond the reasonable control of either of the parties.

8.2 In the event of cancellation of the Booking by either The Company or the Operator in accordance with clause 8.1 above, The Company shall be entitled to claim from the Operator the costs incurred by The Company in arranging for the provision of the Services under the terms of the Booking up to the date of cancellation.

9. LIABILITY

9.1 The Company will not be responsible for any loss or damage incurred by The Operator that relates to any business activity; or which could not have been foreseen at the time The Operator made its booking in light of the information The Operator gave to The Company at that time.

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9.2 The Company:

(a) shall not be liable to The Operator, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with this Agreement; and

(b) The Company total liability to The Operator for all other losses arising under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the cost of the affected booking as shown on the invoice sent by The Company to The Operator (or the appropriate proportion of this if not all of the Services are affected).

9.3 The Operator shall indemnify on demand The Company in full against all losses, damages, liability, claims, costs, fines, penalties and expenses (including reasonable legal expenses whether or not proceedings are brought) awarded against or incurred or paid by The Company as a result of or in connection with any breach of this Agreement by The Operator; and/or any act by The Operator outside of the scope of this Agreement or otherwise without the authority of The Company. This indemnity will continue to apply after this Agreement comes to an end for whatever reason.

9.4 The Company reserves the right to change the Services which is the subject of the Booking at any time prior to departure of, or during the course of, the Services if The Company considers it necessary to do so in the light of bookings, availability or unforeseen circumstances arising.

9.5 Whilst all reasonable attempts have been made to ensure the accuracy of information provided by The Company, such information provided to The

Company by its suppliers and as such The Company cannot accept any responsibility for the accuracy of such information. The Company will use all reasonable endeavours to notify the Operator of any changes to the hotels or facilities outlined in the Booking before commencement of the tour.

9.6 All Services operate subject to the minimum number of bookings. The minimum number is set out in the confirmation and if such minimum number of bookings is not achieved prior to the date stated on the booking confirmation the Company reserves the right to either:

(a) treat the booking as cancelled in accordance with clause 6 of this agreement; or

(b) To re-cost the tour with the revised number of bookings;

(c) Charge the Operator as if the minimum number of bookings had been achieved.

10. TERM AND TERMINATION

10.1 Without affecting any other right or remedy available to it, The Company shall be entitled to terminate this Agreement at any time without cause by giving not less than 60 days' written notice to The Operator.

10.2 Without affecting any other right or remedy available to it, The Company may terminate this Agreement with immediate effect by giving written notice to The Operator if The Operator fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment.

10.3 Either party shall be entitled forthwith to terminate this Agreement by giving written notice to the other if the other commits any material breach of this Agreement and, if the breach is capable of remedy, fails to remedy

it within fourteen (14) days after being given a written notice containing full particulars of the breach and requiring it to be remedied, or if the other goes into liquidation or administration, has a receiver appointed over any of its assets or enters into any voluntary arrangement with its creditors or ceases to carry on business.

11. CONSEQUENCES OF TERMINATION

11.1 Upon any termination of this Agreement for any reason, the licences granted in Clause 2 will immediately terminate.

11.2 Upon termination, any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect.

11.3 Any termination of this Agreement for any reason shall not affect any accrued rights, remedies, or liabilities of either party including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.

11.4 Upon any termination of this Agreement for any reason each party shall, at the other's request forthwith deliver up to the other all copies of any information and data supplied to it by the other party for the purposes of this Agreement.

12. GENERAL TERMS APPLICABLE TO THE SERVICES

12.1 Special requests: The Company supplies the Services to The Operator on a business to business basis. However, if any of The Operator's customers have any special requests relating to any of the Services, The Operator should advise The Company at the time of booking. The Company will pass on all such requests to the third party

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supplier(s) and will endeavour to ensure that they are met, however cannot guarantee that such special requests will be met and will have no liability to The Operator or its customers if they are not.

12.2 Accommodation Ratings and Standards: All ratings are as provided by the relevant third party supplier(s). They are intended to give a guide to the services and facilities The Operator and its customers should expect from the Services. Standards and ratings may vary between countries, as well as between suppliers. The Company cannot guarantee the accuracy of any ratings given.

12.3 Disability Service Requests: Any Disability Service Requests must be made, in writing to the Company, prior to the Company providing a quote for the Services. Any such requests made after the Company has issued a quote, and not listed on your booking confirmation will not form part of the contract between the Company and the Operator. The Company will pass on any such requests but cannot guarantee that such requests will be met and will have no liability to The Operator or its customers if they are not.

13. TERMS ON WHICH WE AUTHORISE YOU TO SELL THE PRODUCT

13.1 The Company authorises The Operator to make onward sales as principal and to act only in the following two ways: to sell Services to consumers by entering into a direct contract with them, as principal to that contract, or to sell onwards on a business to business basis as intermediary wholesaler ('Principal Sales'). The Operator agrees to act as principal at all times when selling using either method. The Operator is not authorised to act as agent on

behalf of The Company or on behalf of the third party suppliers.

13.2 In respect of all Principal Sales the Operator agrees:-

To ensure that any contract for any Services incorporates a set of booking conditions which clearly set out a contract between The Operator and the purchaser of any Services for the supply of the Services before The Operator confirms any booking.

To create and despatch contractual documentation in such a manner so as to ensure that it is clear to the purchaser of any Services that the contract is between The Operator and the purchaser of any Services.

Not to represent to any consumer that their arrangements will be protected by any means of financial protection for their forward payments and repatriation in respect of the Services, arranged by The Company.

13.3 For the avoidance of doubt The Company will never enter into a consumer contract for the sale of a 'Package' under the Package Travel, Package Holidays and Package Tours Regulations 1992 in relation to any Services sold under this Agreement. In particular you agree that all booking documentation employed by you in your subsequent sale of the Services will make clear that the purchaser's contract is with you and not The Company. Should The Company become liable for any consumer claims under the Package Travel Regulations 1992, you agree to fully indemnify us in accordance with this clause and the remainder this Agreement.

14. Time limits for claims and proceedings

14.1 Any claim under the provisions of these Conditions shall be notified by the Operator to The Company in writing within 60 days after the end of the Services. If such claims are not made within this period then The Company shall have no liability for such defect or failure.

14.2 The Company shall not be liable to the Operator in respect of any claim, if proceedings to enforce the claim are not started by no later than 6 months after the day on which the Services should have ended under the terms of the Booking.

15. REGULATIONS REGARDING PASSPORTS, VISAS, CUSTOM DUTIES, FOREIGN CURRENCIES & HEALTH

The Operator is responsible for the compliance by its clients with regulations in force in the visited countries regarding passports, visa, customs duties, foreign currencies and health. The Operator shall bear all liabilities arising from the failure by his clients to comply with such regulations and The Company shall bear no liability or responsibility whatsoever in such circumstances

16. GENERAL

16.1 Any typographical, clerical or other error or omission in any brochure, quotation, price list, confirmation of offer, invoice or other document or information issued by The Company shall be subject to correction without any liability on the part of The Company.

16.2 The Operator shall not be entitled to assign this Booking or any rights or obligations arising under the terms of this Booking to any third party.

17. CONFIDENTIALITY

The parties agree to keep confidential the contents of this Agreement and any confidential information relating to The

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Company or The Operator, save for any information which is in the public domain, otherwise than through the wrongful disclosure of either party or which is required to be disclosed by law.

18. NO PARTNERSHIP / JOINT VENTURE / AGENCY

This Agreement shall not operate so as to create a partnership or joint venture of any kind between the parties. Nothing contained in this Agreement shall be so construed as to constitute either party to be the agent of the other. Neither party shall have any authority to make any commitments on the other party's behalf.

19. DATA PROTECTION

Each party warrants that it will duly observe all its obligations under any relevant data protection and privacy legislation which arise in connection with this Agreement.

20. FORCE MAJEURE

20.1 Neither party shall be liable for failure to perform its obligations under this Agreement if such failure results from acts, events, omissions or happenings beyond its reasonable control including, without limitation, any Act of God, natural disaster, fire, insurrection, war or other hostilities, riots, civil commotion, embargoes, the requirements or regulations of any civil or military authority, explosion, accident, industrial dispute (other than that between the affected party and its employees), transportation or communication problems or any incident which is similar in nature or effect to any of the foregoing (a "Force Majeure Event").

20.2 Each of the parties hereto agree to give notice forthwith to the other upon becoming aware of a Force Majeure Event, such notice shall contain details of the

circumstances giving rise to the Force Majeure Event and shall take all reasonable steps to mitigate the effect of the Force Majeure Event.

20.3 If by virtue of clause 20.1, the affected party shall be excused the performance of any obligation under this Agreement for a continuous period of ninety (90) days, then the other party may at any time thereafter, and provided that such performance or punctual performance is still excused, terminate this Agreement immediately by written notice to the affected party.

21. NOTICES

21.1 Any notice to be given under this Agreement shall either be delivered personally or shall be sent by first class recorded delivery post (airmail if overseas).

21.2 The address for service of each of the parties shall be its address stated above or any other address for service previously notified to the other party. A notice shall be deemed to have been served as follows:

- (a) if personally delivered, at the time of delivery;
- (b) if posted, at the expiration of 48 hours or (in the case of airmail) 7 days after the envelope containing the same was delivered post paid into the custody of the postal authorities.

22. RIGHTS OF THIRD PARTIES

A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this shall not affect any right or remedy of a third party which exists or is available apart from that Act.

23. MICELLANEOUS

The Operator may not assign, transfer, charge or otherwise dispose of all or any of its rights or

obligations under this Agreement without the express prior written consent of The Company.

24. JURISDICTION AND SEVERABILITY

24.1 This Agreement shall be construed, and any dispute between parties determined, under the laws of England and Wales. Disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales.

24.2 If any provision in this Agreement should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent, or severed from this Agreement if no such modification is possible, and other provisions of this Agreement shall remain in full force and effect.

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