

BOOKING CONDITIONS

December 2006 Esprit Santa's Lapland Second Edition

1 THE CONTRACT

The terms and conditions set out in these Booking Conditions together with your confirmation invoice form your agreement between Esprit Holidays Ltd and all those named on the booking form on whose behalf the party leader is acting. A contract cannot be made for young persons unless one member of the party is eighteen years of age or more 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. We are also members of IATA.

2 THE CONFIRMATION

When you have chosen your holiday, if we are able to meet your request, we will confirm this to you. However, the contract is not made until the date shown on our invoice. Only then does a contract exist between us.

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 Esprit Holidays does not accept liability for them. If you wish to include any particular items within the contract you should request them in writing and acceptance will be established only on dispatch of written confirmation by Esprit Holidays. Your completed Booking Form should be sent to us within seven days of your initial telephone request. This is to ensure that the holiday meets your exact requirements and that we are aware of any Special Requests (see para. 10). Information contained in this brochure also forms part of the booking contract (subject to paragraph 14 of these conditions). 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 selling price from us, or
- (c) to accept a full refund of all monies paid

You must notify us of which 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 7 days.

3 HOLIDAY PRICE AND PAYMENT

The prices quoted in this brochure are based on the rates of exchange and other costs prevailing on exchange rates as shown in the Financial Times on 25th April 2006:

£1 = Euro 1.44127 / £1 = US\$1.78234.

a) Prices

We reserve the right to increase or decrease our prices at any time, for example to reflect changes in costs due to fuel prices or government action, such as increases in VAT here or abroad, security taxes etc. Any such changes will be advised to you at the time of booking, so you know exactly what your holiday will cost before you confirm your booking.

b) Surcharges

Surcharges are charges applied to a holiday after the booking has been confirmed. Esprit guarantees there will be no surcharges, so you can be sure that once you have booked and paid

your deposit, the price quoted to you at the time of booking will not be increased, unless you amend the booking in any way.

c) What the price includes

The confirmation invoice will show the price of your holiday and will include all local taxes, VAT, UK and overseas service charges, all known current airport taxes including the Government Air Travel Duty of £5 per passenger on flights to EU countries. If any of these charges or taxes should be increased for any reason, we reserve the right to pass on the increased costs to new customers.

d) What the price does not include

Any charges levied for tickets collected at the airport, for which there is a minimum charge of £15 per person. This will apply to bookings/payments made within 14 days of departure. If you lose your tickets whilst on holiday, this may result in your having to purchase new tickets at full cost, which may be reclaimed from the airline three months later. There will also be a charge for the re-issue of charter tickets, which will vary.

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 1.75% handling fee applies if your holiday payment is made by credit card, but there is no charge for debit cards such as Switch, Delta or Maestro.

Amendment fees; see paragraph 5a) 'If you change your booking'.

Under-occupancy charges; see paragraph 18a) 'Under-occupancy'.

Evening meals and the packed lunch on departure day are not included in Hotels unless you have booked the full-board option.

Optional activities; see paragraph 3i) and 14b), and drinks other than as stated.

e) Deposit

When you confirm your booking you must send in a deposit with your completed booking form which is £115 per person (excluding infants) plus insurance premiums.

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, which must be effected at the time of booking, as it cannot be added subsequently. See page 12 for insurance details. 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 loss of money, most do not cover mobile telephones. We suggest you check the limits of cover of your chosen policy; Esprit Holidays cannot accept responsibility should any losses exceed the amount for which you can claim.

g) Paying the balance

The balance of your holiday cost will be shown on the final invoice and must reach our offices not later than 10 weeks before your scheduled departure. If your booking is made within this period, the full amount will be payable straight away. 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, subsection c). Late payment will incur a surcharge of £10 per day per booking.

h) Discounted Holidays

Esprit Holidays reserves 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. 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.

i) Optional Adventures - Snowmobiles, husky rides etc

Please note that in selling these, we act as agents for the principals/ local suppliers and do not accept any responsibility for any aspect of these activities.

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 route 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 the Compensation Payment Exceptions in paragraph 4b) below:

Minor Changes - these include change of flight time by less than 12 hours (4 hours for Day Trips, see para 15 of these Booking Conditions); routings, aircraft type or overseas arrival airports/seaports and any other change not specified under Major Changes.

Major Changes - these include changes to: resort; time of departure from the UK delayed by more than 12 hours (4 hours for Day Trips, see para 15 of these Booking Conditions); 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:

- (a) accept the new holiday arrangements offered by us, or
- (b) purchase another holiday from us at the current selling price, or
- (c) cancel your holiday with us altogether and receive a full refund of all monies paid.

You must advise us which option you wish to accept within 7 days of notification. If you do not do so 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 4b) below.

<i>Period before scheduled departure within which a major change or booking cancellation is notified to you or your travel agent</i>	<i>Compensation per person</i>
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 prior to, during or following the holiday where the changes are caused by a situation under the heading force majeure, such as war or threat of war, riots, civil strife, terrorist activity, industrial disputes, natural disasters, epidemics, health risks, fire, technical problems to transport, closure or congestion of airports, stations or ports, cancellations or changes of schedules by carriers due to adverse weather conditions or other reasons and similar events outside our control, or where we cancel the holiday because you have failed to pay the balance of your holiday cost. 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 reduced price holidays.

c) If we change your holiday arrangements during the holiday

In the unlikely event 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 the Compensation Payment Exceptions detailed 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 to your original place of departure and pay compensation of up to £40 per person subject to Compensation Payment Exceptions - see (b) above.

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 £50 for changing names on charter flights once 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 levy to make this change - normally £25 per person. For the purpose of this contract we define "prevented" to be death, accident, illness witness summons, redundancy of yourself, travelling companion or close relative, etc. If you wish to transfer your booking to another Esprit Holiday 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 your holiday, the party leader named on the booking form or your travel agent must advise us immediately by writing to us at Esprit Holidays Ltd, 185 Fleet Road, Fleet, Hampshire GU51 3BL, and sending this by recorded or special delivery with postal receipt kept as proof. 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 included on the booking and shown on our invoice.

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

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. These costs are in addition to those shown above. 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. Insufficient snow or ice in resort is not considered 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, changing resort or 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 that 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 24 years we can assure you of our high standards and financial security.

ATOL

The air holidays and flights in this brochure are ATOL protected, since we hold an Air Travel Organiser's Licence (Number 2096) granted by the Civil Aviation Authority. 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.

ABTA

We are members of the Association of British Travel Agents, ABTA No. V3614. ABTA's goal is to ensure good business practice, and ABTA insists that tour operators' brochures conform to specified standards and contain clear, comprehensive and accurate descriptions. They also ensure that any complaints are handled properly and offer independent low-cost arbitration and dispute settlement services in the event that complaints cannot be resolved amicably.

7 OUR LIABILITY TO YOU

We do our utmost to ensure that accommodation and facilities included in our holidays comply with all local health and safety regulations and accept responsibility for the acts and omissions of our employees, local agents and subcontractors whilst acting in the course of their employment or contract with us if it is proved that facilities or services which form part of the holiday contract are deficient. In the case of accidents or claims arising from carriage by air or sea, liability and damage are limited in accordance with the relevant international conventions and subject to the carriers' Conditions of Carriage, some of which exclude or limit liability. Copies can be made available on request. Esprit Holidays' liability (excluding that for personal injury, illness or death) will be limited to twice the cost of your holiday.

a) Personal injury and illness

We can only accept responsibility for death, bodily injury or illness caused on holiday if it is proved that this is due to the negligence of our employees, agents, suppliers or sub-contractors acting in the course of their employment and this is brought to our attention in resort and in writing within three months of your return from holiday. If you experience an accident, injury or illness whilst on holiday which is not connected with the arrangements made by us, we will, in our discretion, offer help, guidance or any assistance which we consider appropriate, 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. In financial terms this will be limited to £5,000 per booking with any payments being made at our discretion. In the event of there being either a successful claim for costs against a third party or a suitable insurance policy in force, any expenditure made by Esprit Holidays will be recoverable from you.

b) Refunds

If you have booked any special tours, excursions or activity 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. Please note refunds will not be made for any unused portion of travel or accommodation arrangements.

c) Anti-social behaviour

We accept no responsibility or liability for making alternative arrangements for accommodation or repatriation or cover any costs you may incur should an accommodation owner or manager or senior Esprit Holidays employee consider it necessary to terminate your holiday arrangements as a direct result of your anti-social behaviour or if you are likely to cause a disturbance to other guests or the property in which you are staying. This also applies if, in the opinion of the carrier, you appear unfit to travel or are likely to cause disturbance or danger to any other passengers.

Abuse of our staff: We will not accept any threatening, bullying, or verbally or physically abusive behaviour on the part of guests towards any member of our staff. Action will be taken in any such event, which may include terminating an abusive phone 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 early termination of a holiday due to such behaviour

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 prior to departure from the UK in writing. Whilst on holiday you are responsible for any damage caused to your accommodation or other facilities 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 are responsible for meeting any charges levied by either the owner or Esprit Holidays to rectify such situations..

9 COMPLAINT RESOLUTION

Any problems should be brought to the attention of our representative/ agent or the relevant supplier whilst you are on holiday, who will make every effort to achieve a satisfactory solution. Should this not be possible, it is important to formally register your complaint at the time with the Esprit Holidays representative. You should then write to us within 21 days of your return, quoting your booking reference number. Upon receipt of your letter we will acknowledge it within 14 days, investigate the points raised and reply within 28 days or, if this is not possible, send you an interim letter advising of our progress. 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 under a special scheme offered in conjunction with either the Association of Independent Tour Operators or through ABTA. Both organisations offer independent low cost arbitration schemes on a document-only basis. There are some restrictions on the type of claim suitable for these schemes and they are not usually available for claims over £5,000 per person or £15,000 per booking or for personal injury or illness claims. Applications must be made within 9 months of the date of return, but in special circumstances it may still be offered outside this period.

10 SPECIAL REQUESTS

We will always pass on any special requests 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 your request 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. 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 in writing and our suppliers agree they can meet your request and we confirm this to you in writing.

11 ADMINISTRATION CHARGE

a) We reserve the right to make an administration charge in certain circumstances, such as returning lost property, special ticket dispatch, extra administration relating to late bookings within 14 days of departure etc. The charge is usually up to £25 per booking but may be higher to cover special ticket dispatch costs. This charge does not relate to making amendments to your booking; see 5a) 'If you change your booking'.

b) Lost Property

A report of any lost item must be made immediately to the Esprit Representative, if still overseas, or to the UK office within 2 days of return. If found, the return of your lost property will carry an administration fee of £25, plus the cost of posting the item. No item will be returned unless these costs are met. We cannot guarantee the return of any item of lost property.

12 JURISDICTION

This contract is governed by the law of England and Wales and exclusive jurisdiction is conferred on the English and Welsh Courts. No Esprit Holidays employee or representative has the

authority orally to vary these terms and conditions or the information within this brochure or any company literature or enter into verbal agreements with our customers.

13 PRICES AND CONDITIONS

The prices and conditions apply to the Second Edition Brochure, valid from 27th April 2006, and will be superseded by any subsequent brochure edition. Prices are correct at time of going to press but may vary and we reserve the right to increase or decrease prices at any time (see para.3). Our current selling prices will be advised at the point of enquiry on telephone bookings and confirmed on our confirmation invoice.

14 IMPORTANT INFORMATION

a) Accuracy of brochure

To the best of our knowledge the information contained in this brochure is correct at the time of publication. However, Esprit Holidays reserves the right to make changes to the information in this brochure 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. If any particular facility advertised in this brochure is important to your holiday enjoyment, including facilities such as a swimming-pool, sauna or log fire (which may become unserviceable during the season), please make this known to us at the time of booking and note it on your booking form. If we are informed that there have been any changes to this facility we shall then do our best to advise you, but we shall not be obliged in such circumstances either to provide the facility or to compensate for its absence. 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. No refund of holiday costs or compensation will otherwise be paid for the eventual non-availability of any such facilities.

The pictures in this brochure are included for their style and general relevance and unless stated are not necessarily taken at the resort described. Photographs of rooms are intended to give an indication of the general appearance but rooms within chalets and hotels will inevitably vary. Where distance is quoted in time taken to walk, we have used as a guideline that 100m takes one minute to walk in standard footwear under normal conditions. Esprit Holidays cannot accept responsibility for any losses incurred as a result of industrial action in resort e.g. strike action by suppliers, lift operators, bus drivers etc. Advertisements and descriptions of resort facilities in information folders are not intended to be recommendations.

b) Activities

The activities described will not necessarily take place in the exact order in which they are described on pages 6-11, and due to circumstances out of our control it may be necessary to vary the itineraries at very short notice. Esprit Holidays 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/reindeer/snowmobiles available and other issues beyond our control and

no guarantee is given to the specific length of each ride. 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 reason to cancel or grounds for compensation. Full 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 driving licence is required for snowmobiles; minimum 18 years to drive a husky sled. Our reservations team have 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 the 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.

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 are unable to take part in a

particular activity.

Please note we do not operate any of these activities ourselves and we do not accept any responsibility for any aspect of their operation. Participation in activities is at your own risk.

c) 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 for babies and toddlers and children remain the responsibility of their parents at all times.

d) Climate

In December temperatures can range between -7OC and -35OC. Snowfall can be extremely heavy at this time. Daylight is limited to between 1030 and 1400 with long periods of twilight either side of night.

e) 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 and chalets is extremely efficient so lighter clothing is required indoors.

f) 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.

g) Time

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

h) Santa Claus

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

15 DAY TRIPS

a) In the event of an aircraft diversion or delay in departure our total liability to you will be:

i) a delay in departure exceeding 4 hours where our passengers have not boarded the aircraft will result in the trip being cancelled with a full refund of payments made.

ii) if an aircraft is diverted to an airport within 150 miles of Ivalo, coach transport will be organised and the trip will continue as planned. This may result in a delayed return flight to comply with flight crew regulations.

iii) if an aircraft is diverted outside a 150 mile radius, an alternative itinerary will be laid on which will comply as closely as possible to the brochured Day Trip.

Esprit Holidays Ltd accepts no further liability for compensation or out of pocket expenses such as overnight hotels and by making your booking you accept the limit to our liability.

b) On Santa's Delight day-trips, hand baggage only is permitted, and only pushchairs/buggies will be carried in the hold.

c) Guests will be transferred directly from the airport to our activity centre and time on a day-trip does not normally allow for a visit to the resort of Saariselkä.

d) The guarantee of a private family meeting with Santa is subject to flights operating on schedule, as this is outside our direct control. In the unlikely event of a severe delay, we still guarantee that every family will meet Santa, but restricted time may prevent this from being a private meeting.

16 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 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. 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 method of carriage, 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. However, sometimes you can purchase a seat for infants at the appropriate cost, subject to availability and if you provide a child seat approved by the airline. Details available on request. Children over two must have a seat and pay the prices shown.

If a child celebrates his/her second birthday during the holiday the airline requires he/she should be treated and charged as a two year old, and may refuse boarding if such a child has been booked as an infant. Please note that it is irrelevant whether the child is sleeping in a bed or a cot – if he/she is 2 years old he/she must have their own air seat and will be denied boarding by the airline if not, as it is against CAA regulations.

Seating families together on the aircraft is FREE, but cannot be guaranteed in all cases, particularly if you arrive late for check-in, although check-in staff and cabin crew will do their best. Light refreshments or a meal are served on both the outward and inward flights to all passengers aged two years and over. Complimentary drinks are tea/coffee for adults and a soft drink for children and are served with the snack or meal. Any additional drinks including soft drinks will be charged for.

b) Flight Delays and Diversions

If our charter flight is delayed over six hours, Esprit Holidays 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 our insurance details on page 12.

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 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 the customer and claimed on your travel insurance as appropriate.

c) Baggage Allowance

The baggage allowance for our flights of 20kgs per person for Santa's Magic and Santa's Spectacular (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. Your baggage remains your responsibility at all times and Esprit will not be held responsible for any items being mislaid, loaded onto wrong coaches, left behind etc.

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!

17 HOTELS

The hotels shown in our brochure 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

For guests on our 'Santa's Magic' or 'Santa's Spectacular' breaks, the first meal of your stay is usually dinner on your arrival evening if you have booked the full-board option, and the last in your hotel or chalet is breakfast on departure day. Food is either international cuisine or traditional Finnish fare and is usually buffet style with a choice available.

Please note that Gala Dinners in hotels 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.

If the Special Requests box on your Booking Form details a dietary requirement, we will forward this to the hotel but we cannot guarantee the provision of special diets.

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. 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.

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.

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.

18 CHALET HOLIDAYS

Many chalets were not originally built for commercial purposes and are not allocated a category or grading by national tourist authorities. Accommodation will meet the required regulations of Finland, which may differ from UK regulations.

a) 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 payable is one half of the basic, adult, air-inclusive price per empty bed.

b) Bedrooms

In some chalets, bedrooms lead from communal rooms. Towels and soap are provided in all chalets. Where children share bunk beds, we recommend six years old as the minimum age for occupying the upper bed.

c) Child related features

A cot and highchair are automatically provided in our chalets for all infants free of charge. Our cots are normally of the folding type. If you prefer to harness your child into a highchair, please bring a harness with you. For children aged 2 or over who require a cot and/or highchair, the request must be confirmed at the time of booking.

Our chalets are relatively small but baby alarms are very useful and we recommend that concerned parents bring their own alarms and adaptor plugs.

Our staff are trained to take all reasonable precautions in making the chalets safe for children. However, as our properties were not designed specifically with children in mind, we cannot guarantee they are 100% childproof and you will therefore need to be more vigilant than in your own home.

d) Catering

Breakfast is run on a self-service basis, usually between 8 and 9am and is typically continental style. Dinner is served for adults and children together around 7pm and is a three-course meal including complimentary wine, soft drinks and coffee - see page 13. On the evening before departure a Gala Dinner will be served. (NB: This is not a traditional British Christmas dinner).

Chalet menus are chosen to have broad appeal to both adults and children and it will not be possible for our hosts to provide completely different children's and adults' meals. Steam sterilizers/ liquidisers/food processors are available and our staff can help to process infants' food. Please bring jars of your baby's favourite foods, if this is preferred to fresh food. Special diets (vegetarian, coeliac etc) can often be provided though we do need 14 days notice, but must be discussed with our reservations staff before booking. All dietary requests must be confirmed on the booking form under Special Requests.

e) Cleaning and hygiene

Your bedroom will be clean and tidy for your arrival and bathrooms will be cleaned daily during your stay. Otherwise its state is left to you. The chalet staff will empty your accessible waste bins each day and clean all communal rooms. We ask guests not to wear outdoor shoes or boots inside the chalet, so please bring slippers or indoor shoes with you.

f) Security/ Telephones

Our properties do not have safes for securing guests valuables and it is unusual for chalets to be locked during the day or overnight. In some cases we offer keys or combination locks but this cannot be guaranteed.

Please note that our chalets do not have telephones fitted.

g) Smoking

Esprit Holidays operates a no-smoking policy in all its properties and vehicles. A client who breaches this policy accepts liability for all consequential damages sought against Esprit by its other clients or the chalet owner.

19 VISAS, PASSPORTS AND HEALTH

It is your responsibility to be in possession of a valid passport and any necessary visas, and Esprit Holidays Ltd accepts no liability where this is not the case. Children, including babies, who are not already included on a valid 10 year British passport, will need to hold their own passport. Children who are already included on an existing passport may continue to travel with the passport holder until either the child reaches the age of 16, or the passport on which the child is included expires or needs to be amended. Your passport and travel ticket must show the same surname and initials. If these details change between making the holiday reservation and departure from UK, you should contact us to have the ticket changed. If you don't have time, carry the appropriate documentation, such as a marriage certificate, with you. Non EU and EEA passport holders should check visa requirements with the relevant embassies.

Health

Clients are advised to obtain the Department of Health leaflet Health Advice for Travellers, from the DoH (Tel FREEPHONE 0800 555 777).

Elderly, Disabled or Special Needs: If you have any special requirements it is essential you bring these to our attention before choosing your holiday as some accommodation and resorts may lack the simplest of facilities. It is therefore important you provide us with written details of your requirements in order that we can help you find a suitable holiday.

20 TRAVEL GUIDANCE

The Foreign & Commonwealth Travel Advice Unit may have issued guidance on your destination. You can check through the ABTA Information Department on 0901 201 5050 (calls cost 50p / minute).

21 DATA PROTECTION POLICY

In order to make our brochure 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 signing the booking form, 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 airlines, hotels, chalets, transport companies etc. This information may also be provided to security and checking companies, public authorities such as customs/immigration if required by them or as required by law.