

These Booking Conditions and the information documented in our General Information forms the basis of the agreement and contract with Funway Holidays. They apply only to holiday arrangements which are confirmed with Funway in the UK. **Funway Holidays International Inc.** provides inclusive packages for Sandals, Beaches, and Grand Pineapple and these are sold subject to the following conditions as per the Tour Operators Code Of Conduct of the Association of British Travel Agents (ABTA).

In these booking conditions, 'Package' means a package as defined in the Package Travel Regulations 1992.

Financial Security

The Package Travel Regulations 1992 require us to provide security for the monies that customers pay for the package holidays booked from this website and for your repatriation in the event of our insolvency. When you buy an ATOL protected air holiday or flights from Funway Holidays International you will receive a Confirmation invoice from us confirming your arrangements and your protection under our Air Travel Organiser's Licence number 2853. This means that in respect of all arrangements including flights, in the unlikely event of our insolvency, the CAA will ensure that you are not left stranded abroad or will arrange to refund any money paid to us for an advance booking. For further information, visit the ATOL website at www.atol.org.uk. The price of our flight inclusive arrangements 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. Not all holiday or travel services offered and sold by us will be protected by the ATOL Scheme. Please ask us to confirm what protection may apply to the booking. We are also a member of the Association of British Travel Agents (ABTA number V000X. If your holiday does not include flights, ABTA will financially protect your holiday in the same way. Please ask us to confirm what protection may apply to your booking.

Holiday contract

When a booking is made, the 'lead name' on the booking guarantees that he or she has the authority and does accept on behalf of the party, the terms of these booking conditions. When you confirm an online reservation, the web site automatically sends an email confirmation to the email address you entered on the Checkout screen. A contract will exist as soon as the confirmation invoice is issued. It is important to check the details on the invoice are exactly as requested. In the event of any discrepancy, please contact us immediately. English Law will apply to our agreement or to any dispute/claim arising. Any such dispute or claim must be dealt with by the Courts of England and Wales.

Bookings / Payments

To confirm a booking and avoid automatic cancellation, the required deposit/payment is made online and must be received by Funway. You are required to make a deposit payment of £150.00 per person when you book your holiday package more than 56 days before departure. The deposit amount will depend on the type of service being booked and will be advised at the time of booking. Some airlines require tickets to be

issued at the time of booking, in which case the deposit will be at least the full cost of the ticket which is non refundable.

If you book your holiday package within 56 days before departure, full payment is due, and you must apply full payment via credit card at the time of making the reservation. Should you have any queries regarding payment contact Funway Holidays Accounts Department on 0844 557 0626 (Option 2). Credit card charges do apply.

In default of payment by due date we reserve the right to cancel the reservation and apply cancellation charges. Please note for other components a greater deposit may be required, and will be advised when booking. The total package price will be determined only after all specific items are selected and will be communicated to you prior to completion of the reservation. Selected items will be detailed on the confirmation invoice. Funway reserves the right to re-invoice the reservation should any error or omission be made in computing the total cost of all components/ travel arrangements required. All prices and descriptions shown are subject to change without notice. All known UK airport taxes, security charges, air passenger duty, mandatory resort, service and energy fees/taxes are included in all package holidays. However, in the current climate it is possible, that certain additional surcharges, payable locally may be introduced by individual suppliers according to local circumstances. In such instances we will do our best to contact you and ask whether you wish to continue with your booking or cancel without penalty.

Caribbean Airport Departure Tax

Please note the following Caribbean airport departure taxes are not included in the holiday cost and must be paid by you locally. The tax is payable per person and is subject to change.

Antigua US\$28.00

Bahamas US\$15.00

St. Lucia US\$22.00

Jamaica US\$ 27.00**

** Most airlines do include the Jamaican Departure Tax.

Travel Documents

Travel documents will be sent by post approximately 21 days prior to departure date. Documents will not be mailed until full payment has been received. In the event that we are asked to reissue travel documents and we agree to do so, charges incurred as a result of this will be payable by you.

Travel Insurance

Please note that prices do not include travel cancellation insurance or trip interruption insurance. All travellers should ensure that they purchase travel insurance to protect themselves to cover the risk of cancellation in certain circumstances, including repatriation and assistance in the event of accident or illness during their holiday.

Travel Advice

For government advice on your destination, see www.fco.gov.uk/knowbeforeyougo or call the ABTA Information Line on 0901 201 5050 (calls charged at 50p per minute). This is an independent website and Funway Holidays does not take responsibility for the content displayed within this website.

Health & Innoculations

At this time UK residents do not require any vaccinations for travel to the Caribbean. For the latest information please check with your GP. Due to the climate in these destinations, insects can be prevalent.

Physically Challenged Clients

Funway welcomes all customers including those with disabilities and we endeavour to meet individual needs. However, in order to assist, we must be advised at time of booking of any disability and special requirements and will forward an ABTA disability checklist for you to complete and return to us. Special facilities can be requested but may not be guaranteed. If it appears we are unable to provide our usual high standard of service, we may refer you to a specialist tour operator. **NB. Please note that whilst we try hard to meet the needs of every individual, the Grand Pineapple Resorts and also the Sandals Regency Resort are not equipped to cater for the physically challenged and therefore we do not recommend them to customers who require special assistance.**

Special Requests

If you have a special request for a facility or service not advertised on our website, e.g. adjoining rooms or airline seat requests, we shall pass it on to the relevant supplier but we cannot guarantee that it will be met and we shall have no liability if it is not. We cannot accept any booking that is conditional upon special requests being met.

Sandals Select Rewards

Membership of Sandals Select Rewards is completely free (the only eligibility requirement is that you are a past guest of Sandals or Beaches Resorts). Upon joining members will receive 10,000 enrollment points. For further details view www.sandalsselect.co.uk. Telephone 0800 197 8946 or email Select@Sandals.co.uk. Funway Holidays are unable to guarantee that rewards will be credited to your account, and will not accept liability for any discrepancies.

Seat Requests

We are unable to guarantee any seat requests for specific seating arrangements and neither can it be agreed that all members of the party will be seated together. If you have a specific requirement we suggest you contact the airline direct. All transatlantic flights are non-smoking. We cannot accept any booking that is conditional upon special requests being met.

Special Meal Requests

The majority of airlines require 48 hours notice for any special meal requests, including children's and vegetarian meals for those over two years of age. We

strongly recommend that you contact the airline direct, however, such requests cannot be guaranteed.

In flight Catering

Complimentary in flight catering and non-alcoholic beverages are usually provided on transatlantic flights only. The knife and fork symbol on the airline documents is purely an indication that food will be available, it does not signify that a complimentary meal service will be offered.

Check-in

The recommended check-in time for all transatlantic flights is 3 hours prior to departure.

Children and Infants

Children and infants are accepted at Beaches, and Grand Pineapple Resorts. Infants under the age of 2 years on the date of outbound travel pay from £120 (based on Economy flights) as long as they sit on an adult's lap. Please note infants DO NOT have a separate baggage allowance. Any charge for the cot in the hotel room and for food will be paid by the guest directly to the hotel. Cots cannot be guaranteed.

Currency

It can be difficult to exchange Pounds Sterling banknotes in the Caribbean. Before you travel we suggest you obtain some small USD denomination bills for immediate expenses on arrival, such as gratuities. We recommend you carry at least one credit card such as American Express, Visa, Mastercard or Diners Club, as you will usually be asked for an imprint of your card upon arrival in resort. You should advise your bank prior to your departure to ensure your choice of credit card will be accepted in the Caribbean.

Public Holidays

We are unable to accept liability for any alterations or withdrawal of facilities due to National or Public Holidays and suggest that you consult the relevant Tourist Board for further information.

Weather

Due to the location in the tropics, the Caribbean is sometimes prone to erratic changes in their weather patterns. This region of the world is occasionally affected by hurricanes, particularly during the summer period between June-November. Should travel arrangements be affected by a hurricane, Funway will endeavour to assist and offer practical support, however, such occurrences are treated as a 'force majeure' and we shall not be liable for any changes to your itinerary.

Cancellations / Refunds / Changes

You must request any change you require in writing as soon as possible. We cannot guarantee that such requests will be met. Where we can meet requests, an amendment fee of £25 per person, per amendment will be payable along with any additional costs imposed by any of our suppliers. Changes requested within 56 days of departure, will be treated as a cancellation and rebooking, and the cancellation charges below apply.

Exceptions: Certain arrangements may not be amended or cancelled after they have been confirmed regardless of the notice period given to us. In some cases it

may not be possible to offer any refunds for air tickets or hotel accommodation which could incur a cancellation charge of up to 100% of that part of the arrangements.

Your notice of cancellation will take effect when it is received in writing by Funway, from the party leader. As we incur costs from the time we confirm your booking, we reserve the right to pass on these charges and the cancellation charges in the scale below will apply to the other elements of your booking. The percentage cancellation charge detailed is calculated on the basis of the total cost payable by the person(s) cancelling excluding amendment charges. Amendment charges are not refundable in the event of the person(s) to whom they apply cancelling.

Period before departure within which written charge per notification of cancellation is received by us	Cancellation person cancelling
57 days and over	Deposit Only
56-43 days	30%
42-29 days	45%
28-15 days	60%
14-1 days	90%
Day of Departure and after	100%

In some cases the booking or part of the booking e.g. flights and/or accommodation will be subject to a 100% cancellation penalty when cancelled at any time after booking.

It is not possible to make refunds after departure from the UK for any services not used or partially unused. In certain cases the price of a holiday is calculated by reference to the number of occupants of a room. If one of these occupants cancels, not only will there be a cancellation charge, but also the remaining members of the party may have to pay an additional sum. Any name changes will be regarded as a cancellation and rebooking. Cancellation charges will apply.

Note: Cancellation charges made by our suppliers may be higher than the cost of the holiday deposit. Therefore we reserve the right to pass such charges on to customers. Funway will advise of all charges before cancellation.

Changes and cancellation by the Company

Funway reserve the right to make changes to, and correct errors, in holiday details both before and after bookings have been confirmed. We also reserve the right to cancel confirmed bookings. However, we will only cancel a confirmed booking 8 weeks or less before departure where you have failed to make full payment on time or as a result of circumstances outside our control/“force majeure” as defined below.

Most changes are minor but occasionally, we may have to make a “significant change”. Examples of “significant changes” include the following when made before departure; a change of resort for your accommodation for the entire or a major part of a holiday, a change of accommodation to that of a lower official classification for the

entire or a major part of a holiday, a change of UK departure point to one which is more inconvenient for you, a change of outward departure time or overall length of the holiday of twelve or more hours, the closure of the only or all advertised swimming pool(s) at your accommodation for an extended period.

If we have to make a significant change or cancel, we will tell you as soon as possible and if there is time to do so before departure, we will offer the choice of the following options:-

- (a) (for significant changes) accepting the changed arrangements or
- (b) purchasing alternative arrangements from us, of a similar standard to those originally booked if available (if the chosen alternative is less expensive than the original one, we will refund the difference but if it is more expensive, we will ask you to pay the difference) or
- (c) cancelling or accepting the cancellation in which case you will receive a full refund of all monies paid to us.

If we have to make a significant change or cancel [8 weeks or less before departure], subject to the exceptions below, we will pay the following compensation:

Period before departure a significant change or cancellation is notified to you	Compensation per person (excluding infants)
57 days or over	nil
56-29 days	£20
28-15 days	£30
14-0 days	£40

We will not pay compensation where we make a significant change or cancel more than 8 weeks before departure or in the event that we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care. These include unavoidable technical problems with transport, changes imposed by rescheduling or cancellation of flights by the airline or the main charterer.

We regret we cannot pay any expenses, costs or losses incurred as a result of any change or cancellation.

Very rarely, we may be forced by "force majeure" (see below) to change or terminate the arrangements after departure. If this situation does occur, we regret we will be unable to make any refunds (unless we obtain any from our suppliers), pay compensation or meet any costs or expenses you incur as a result.

Force Majeure

In these Booking Conditions, "force majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside of our control. Except where

otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our agreement with customers is prevented or affected by, or they otherwise suffer any damage or loss (as more fully described in clause 8(1) below) as a result of force majeure.

Scheduled and Charter Airlines

Air transportation is by scheduled service of IATA member airlines and certain charter carriers. All details are correct at time of publication and are liable to change at any time. Our confirmation invoice will detail the airline operator, origin/destination airports and provisional timings of reserved flights. Information on aircraft type, flight routings and timings of designated flights provided at time of booking is subject to change. Changes to schedule or flight time will be advised on your final airline documents but it is possible that further changes can occur. We strongly recommend that relevant carrier is contacted before departure. We/ airlines reserve the right to substitute alternative aircraft and/ or airlines at any time. Scheduled and Charter flight timings, and days of operation are subject to change. We will advise of any significant change as soon as we are informed by the airline or main charterer.

Any change in the identity of the carrier(s), flight timings, routing and/or aircraft type will not entitle customers to cancel or change to other arrangements without paying our normal charges.

Please be aware that charter flights and some promotional fares of schedule airlines require full payment at the time of booking and are non refundable, this may increase the deposit required to confirm the booking. It is essential that at the time of booking passengers names entered are an exact match with names as they appear in passports.

Flight Delays and Cancellations

Funway will not accept liability, or pay compensation for (or consequence of) long haul/ domestic flight delays. The airline will assist by allocating seats on the next available flight and where appropriate provide overnight accommodation. For travel delay compensation please refer to your travel insurance policy.

Under EU Law, passengers do have rights in certain circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be published at EU airports and will also be available from airlines. Reimbursement in such cases is the responsibility of the airline and will not automatically entitle passengers to a refund the holiday price from us. Their rights to a refund and/or compensation from us are set out above. If the airline does not comply with these rules you should complain to the air transport users council on 02072406061 www.auc.org.uk.

Passports, Visas/ Proof of Citizenship

It is the passengers` responsibility to inform us of your citizenship and be in possession of a valid machine readable passport and/or visa if required, for any Country included in your holiday arrangements. This also applies to children and babies. The passport must be valid for six months beyond the duration of the stay, and visas may be required. Requirements may change and you must check the up to date

position in good time before departure. We cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry regular correct and complete documentation. If failure to have any necessary travel or other documents results to fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly.

Transit Visa Requirements for passengers travelling to the Caribbean via US Gateway Cities

All passengers who are travelling in transit to the Caribbean via US Gateway Cities are required to complete both the Electronic System for Travel Authorization scheme, known as ESTA, and must also provide Secure Flight Passenger Data information which applies to all carriers operating within US airspace. **Please refer to the ESTA and Secure Flight Data Information below.**

Electronic System for Travel Authorisation Scheme

As of 12th January 2009, the US introduced a compulsory online registration under the Electronic System for Travel Authorization scheme, known as ESTA, which contains the same information as the I-94W form previously handed out on board aircraft which a passenger was required to complete and present to US immigration. The ESTA will replace the I-94W and all travellers from Visa Waiver Countries only must apply for Travel Authorisation at least 72 hours in advance of their departure and must also have a machine readable passport. The U.S. Department of Homeland Security DHS operate these additional controls and all travellers will be responsible for supplying and processing this online declaration. The ESTA can be applied for online at <https://esta.cbp.dhs.gov>. Please note as of 8th September 2010, there will be a \$14 fee. ESTA covers multiple entries and is valid for two years. The Travel Authorisation is not a visa and only pre-screens the traveller and allows him or her to travel to the United States and apply for admission. An approved Traveller Authorisation is not a guaranteed entry, but is a prerequisite to travel to the United States by air or sea. A person from a non-visa waiver country should not attempt to apply for a Travel Authorisation and will require a US entry Visa. As of 12th January 2009 failure to obtain an ESTA could result in a passenger being denied boarding by the airline. The alternative is to hold a valid visa. The ESTA is part of the Visa Waiver Programme and does not replace the need for a visa. The Visit USA website <http://www.visitusa.org.uk/visitors/esta.aspx> carries some useful background information on the ESTA.

Secure Flight Passenger Data

Secure Flight is being introduced by the United States Transportation Security Administration (TSA) for passengers on all flights travelling in and out of the USA, on or after 1st November 2010. This means that all bookings must have the following Secure Flight Passenger data (SFPD) collected and shown in the passenger's booking. Passenger full name, date of birth, gender, itinerary. If applicable, Redress Number (Redress Number is a unique number given to a person who has previously been incorrectly identified as a watch list match). **The TSA requires passengers to provide mandatory Secure Flight Passenger Data before ticketing.** To assist data collection call our Reservations Team on 0844 55 70 626. Secure Flight is intended to address the security and efficiency of airline watch list checking. Compliance with Secure Flight is mandatory for all carriers operating within US airspace. Please be aware that Secure Flight **does not replace** APIS or ESTA and this information must

still be provided. We strongly recommend that this information is captured as early as possible during the booking process to avoid difficulties with flight documentation.

Seasonal Changes

Some destinations experience times of the year when their resorts may have lower occupancy levels. There are also public, national holidays and local festivities when services may be disrupted. Should a feature be considered by you to be crucial to the enjoyment of your holiday it is essential that you declare your specific interest/requirement at the time of booking to enable us to verify, and confirm in writing, the availability of such a desired feature. We are unable to provide all details of National or Public holidays or any local festivities which may take place during a stay. Please contact the relevant tourist office for details.

Transfers

Transfers are included in the price of the holiday, **with the exception of Grand Pineapple Resorts**. In the case of hotel only reservations, we need to be provided with details of applicable flight numbers at time of reservation. If you need assistance, please contact the call centre tel: 0800 742 742 or email Sales@sandals.co.uk. Should you wish to upgrade to private transfers this can be arranged, but will carry an additional charge.

Data Protection Statement

Please be assured that we have measures in place to protect the personal booking information held by us. This information will be passed on to the principal and to the relevant suppliers of your travel arrangements. The information may also be provided to public authorities such as customs or immigration if required by them, or as required by law. Certain information may also be passed on to security or credit checking companies. If you travel outside the European Economic Area, controls on data protection may not be as strong as the legal requirements in your own country. We will only pass your information on to persons responsible for your travel arrangements. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary/religious requirements. (If we cannot pass this information to the relevant suppliers, whether in the EEA or not, we will be unable to process your booking. In making this booking, you consent to this information being passed on to the relevant persons). Full details of our data protection policy are available upon request.

Complaints and Problems.

In the unlikely event that customers have any reason to complain or experience any problems with their holiday arrangements whilst away, it is essential to take up the matter locally with our supplier.

In most resorts, excluding Sandals Emerald Bay, a local representation service is available which is in addition to our toll-free USA help desk (see client documentation). Please note we will not reimburse any mobile phone charges to our helpdesk service office, which is accessible by toll free contact. Most problems or complaints can be resolved while customers are away, however if they remain dissatisfied, they must write to us within 28 days of their return to the UK giving full

details of their complaint. We regret we cannot accept liability for any complaints or claims which do not involve death, personal injury or illness, if they fail to notify the complaint or claim in accordance with this clause.

Arbitration

We are a member of ABTA, membership number V000X. We are obliged to maintain a high standard of service as stipulated by ABTA's Code of Conduct scheme for the resolution of disputes arising out of, or in connection with this contract. Further information on the Code and arbitration can be found at <http://www.abta.com>

The arbitration scheme is arranged by ABTA and administered independently by the Chartered Institute of Arbitrators. It provides a simple and inexpensive method of arbitration on documents alone with restricted liability in respect of costs. Full details can be obtained from the ABTA website.

The application for arbitration and Statement of Claim must be received by the Chartered Institute of Arbitrators within twelve months of the date of return from the holiday. Outside this time limit arbitration under the Scheme may still be available if we agree, but the ABTA Code does not require such agreement.

Flights and Other Services

Captains of any aircraft have absolute authority over the aircraft and passengers whilst boarding or in flight. The captain or other authorized representatives of an airline can refuse to carry anyone if they are deemed unruly, are otherwise unfit to travel or are a danger to the flight or other passengers. If passengers are refused carriage in these circumstances their holiday contract will terminate immediately. Funway will have no further responsibility or liability to them.

Improper Behaviour

When customers book a holiday with Funway they accept responsibility for the proper conduct for yourself and your party whilst on holiday. If your actions or those of a member of the party cause damage to the accommodation in which you're staying, or cause delay or diversion to any flight or other means of transportation, you agree to fully indemnify (i.e. compensate or reimburse) Funway against any claim (including legal costs) made against Funway by or on behalf of the owners of such accommodation or the operator of such flights or other means of transportation. Most people go on holiday for rest and relaxation, so if in our reasonable opinion or in the opinion of any airline pilot, hotel manager or other person of authority, your behaviour is causing danger, damage to property or affecting the enjoyment of others, we reserve the right to terminate your holiday. Should this happen we will not be liable for any refund, compensation or any other costs you may have to pay.

Funway Liability

(1) In respect of Packages

Funway, the tour operator promise that the holiday arrangements will be made, performed or provided with reasonable skill and care. This means that we will accept responsibility if, for example, you suffer death or personal injury or your contracted arrangements are not provided as promised or prove deficient as a result of the failure of Funway, their employees, agents or suppliers to use reasonable skill and care in making, performing or providing the arrangements. Funway will be responsible for

what their employees, agents and suppliers do or not do if they were at the time acting within the course of their employment or carrying out work they had been asked to do.

(2) In respect of other arrangements

Funway promise to use reasonable skill and care in the performance of our contractual obligations, subject to and in accordance with these Booking Conditions. Their contractual obligations consist of using reasonable skill and care in making the booking and arranging the accommodation/car hire/flight, as well as using our reasonable skill and care in choosing our suppliers.

(3) In respect of Packages and other arrangements

Funway will not be responsible for any injury, illness, death, loss, damage, expense, cost or other claim of any description whatsoever which results from: -

- the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or
- the act(s) and/or omission(s) of a third party not connected with the provision of your arrangements and which were unforeseeable or unavoidable or
- 'force majeure' as defined above.

(4) Except as specifically set out in these conditions, they will not accept any further or different liability than the Package Travel, Package Tours and Package Holidays Regulations impose. In addition, regardless of any contrary representations made by us, we only promise to use reasonable skill and care as set out above and we do not have any further or different liability to customers. It is the customers responsibility to show that reasonable skill and care has not been used if they wish to make a claim against us.

(5) Funway limit the maximum amount they may have to pay for any claims customers may make against them.

The maximum amount Funway will have to pay where they are found liable for loss of and/or damage to any luggage or personal possessions (including money) is £75 per person affected unless a lower limitation applies to the claim under this clause or clause.

For all other claims which do not involve death or personal injury, the maximum amount they will have to pay if they are found liable to the customer on any basis is three times the price (excluding insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to their claim. This maximum amount will only be payable where everything has gone wrong and they have not received any benefit at all from their holiday.

(6) Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements provided by any air, sea, rail or road carrier or any stay in a hotel, the maximum amount of compensation we will have to pay will be limited. The most they will have to pay for that claim or that part

of a claim if they are found liable on any basis is the most the carrier or hotel keeper concerned would have to pay under the international convention or regulation which applies to the travel arrangements or hotel stay in question. When making any payment, Funway are entitled to deduct any money which customers have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question. In any circumstances in which the carrier is liable by virtue of the Denied Boarding Regulation 2004, any liability we may have to you under our contract with customers, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier; any sums passengers receive from the carrier will be deducted from any amount due from ourselves.

(7) Funway will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our website.

(8) The services and facilities included in the holiday will be deemed to be provided with reasonable skill and care if they comply with any local regulations which apply, or, if there are no applicable local regulations, if they are reasonable when compared to the local standards in practice.

(9) Customers must tell us and the supplier concerned about their claim or complaint as set out in 'Complaints and Problems' above.

(10) Funway do not accept liability for (1) any damage, loss, expense or other sum(s) of any description which, based on the information supplied to us at the time of booking, we could not have foreseen they would suffer or incur if we breached our contract with them; (2) any business losses.

Hotel Accommodation

Sandals, and Beaches Resorts are contracted on a Luxury Included basis. Grand Pineapple Resorts are contracted on an all-inclusive basis. Special accommodation requests, such as adjoining rooms are subject to availability and cannot be guaranteed. We cannot accept any booking that is conditional upon special requests being met. Rooms usually have one or two double beds, depending on room size. It is essential that you confirm the full name and address of the selected property at time of booking.

Prices

In respect of Packages, changes in fees (including transportation costs, fuel costs, taxes, fees such as landing taxes or embarkation/disembarkation fees at airports and exchange rates) and services mean that the price of the travel arrangements may change after booking the holiday. However, there will be no change to the cost of the holiday within 30 days of departure. In relation to package holidays, we will absorb and you will not be charged for any increase equivalent up to 2% of the price of the travel arrangements, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that. If this means that you have to pay an increase of more than 10% of the price of the travel arrangements (excluding insurance premiums and amendments charges), you will have the option of accepting a change to another holiday if we are able to offer one (if this is of equivalent or higher quality, you will not have to pay more but if it is of lower quality

you will be refunded the difference in price), or cancelling and receiving a full refund of monies paid, except for any amendment charges and cancellation charges already incurred. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse the policy. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on the final invoice. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of travel due to contractual and other protection in place. The price of the travel arrangements was calculated using the rate of exchange applicable to the purchase of foreign currency which is used to pay for these supplies.

For arrangements which are not Packages, we reserve the right to pass on any cost increases to you in full.