

Booking Conditions

The following Booking Conditions together with the Important Information appearing on pages 112 and 113 form the basis of all bookings of packages and accommodation only made with Travel 2 Limited trading as Travel 2. Please read them carefully as they set out your rights and obligations.

If you do not book a package or accommodation only (for example, a flight only), different booking conditions will apply. Please ask your travel agent for a copy.

1. The meaning of the words used in these booking conditions

In these Booking Conditions, the following words have the following meanings (except where the context otherwise requires):-

“you” and “your” means all persons named on the booking (including anyone who is added or substituted at a later date).

“party leader” means the person who makes the booking. “Travel 2”, “we”, “us” and “our” means Travel 2 Limited trading as Travel 2.

“package(s)” means the pre-arranged combination of at least two out of

- transport
- accommodation
- other tourist services not ancillary to any transport or accommodation and forming a significant part of the arrangements

where sold or offered for sale by us at an inclusive price and where the service lasts at least 24 hours or includes overnight accommodation. For the avoidance of doubt, the component parts must be booked with us in combination at the same time for a package to exist.

“accommodation only” means any accommodation (of whatever type) which is arranged by us and does not form part of a package.

“arrangements” means a package and/or accommodation only, as applicable.

“ticket(s)” means the document which, subject to compliance with all applicable requirements, will enable you gain access to your flight. References to a “ticket” includes an e-ticket and any equivalent document.

“departure” means the commencement of your arrangements. “ABTA” means the Association of British Travel Agents of which Travel 2 is a member (No V0156).

“ATOL” means the Air Travel Organisers Licence of which Travel 2 is a holder (No 3228).

2. Making your booking

All bookings must be made through one of our authorised travel agents. The party leader must be at least 18 and must be authorised to make the booking on the basis of these Booking Conditions by all persons named on the booking. In making the booking, the party leader confirms that he/she is so authorised and that all party members agree to be bound by these Booking Conditions. The party leader is responsible for making all payments due to us.

The payments set under clause 4 “Payment” below must be made at the time of booking. Subject to the availability of all component parts of your requested arrangements and receipt by your travel agent of all applicable payments, your booking will be confirmed by the issue to your travel agent of a confirmation invoice. Your contract will come into existence as set out under clause 5 “Your contract”.

3. Your confirmation invoice / ticket / other paperwork

Please check your confirmation invoice, ticket and anything else you receive in relation to your booking carefully as soon as you receive it. Contact your travel agent immediately if any information appears to be incorrect or incomplete as it may not be possible to make changes later. We regret we cannot accept any liability if we are not notified of any inaccuracy in any document which is our responsibility within 14 days of its being sent to your travel agent (7 days for tickets). We will endeavour to rectify or arrange for the rectification of any inaccuracies notified to your travel agent outside these time limits but you must meet any costs involved in doing so.

4. Payment

In order to confirm your chosen arrangements, a minimum deposit of £100 per person must be paid at the time of booking if booking more than 8 weeks in advance. A higher deposit may be payable depending on the particular arrangements booked. Depending on the fare booked, full payment for flights may be required at the time of booking. Full details of the applicable payment will be given at the time of booking. Please also see clause 6 “The cost of your arrangements”. If booking 8 weeks (56 days) or less before departure, full payment must be made at the time of booking. If not paid in full at the time of booking, the balance of the cost of your arrangements must be received by us no later than 8 weeks before departure. This date will be shown on the confirmation invoice. Reminders are not sent. If we do not receive all payments due (including any surcharge where applicable) in full and on time, your booking is likely to be cancelled. In this case the cancellation charges set out in clause 11 “Cancellation by you” below will be payable.

5. Your contract

When your booking is confirmed as set out in clause 2 “Making your booking”, a legally binding contract between you and Travel 2 comes into existence. We both agree that English law (and no other) will apply to your contract and to any dispute, claim or other matter of any description which arises (except as set out below). We both also agree that any dispute, claim or other matter of any description (and whether or not involving any personal injury) which arises must be dealt with under the ABTA Arbitration Scheme or by the Courts of England and Wales only unless, in the case of Court proceedings, you live in Scotland or Northern Ireland. In this case, proceedings must either be brought in the Courts of your home country or those of England and Wales. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract and any dispute, claim or other matter of any description which arises between us governed by the law of Scotland/Northern Ireland as applicable (but if you do not so choose, English law will apply).

6. The cost of your arrangements

Advertised prices are believed correct at the time of publication. However, for a variety of reasons (such as exchange rate variations) the price of your arrangements as confirmed at the time of booking is very likely to be different to that appearing in our brochure. In addition, despite our best efforts, errors in advertised prices occasionally occur, hotel brochure descriptions and facilities printed in advance can change, which we reserve the right to correct. The prices shown in our price grids are for ground arrangements only calculated on the basis of exchange rates applicable on 11th July 2007 as shown in the Financial Times Guide to World Currencies which were South African rand 14.31, US dollar 2.03. The price actually payable will be calculated on the basis of the exchange rates applicable at the time you make your booking. The price may also have changed for other reasons.

In order to guarantee the price of arrangements confirmed at the time of booking or any element of them (for example, any flight(s)), we may need to ask you to make full payment for the arrangements / element(s) concerned at the time of booking / prior to balance due date. If you fail to meet any such request, any increase(s) in the price will be passed on. It may not always be possible to guarantee the price by making payment in this way in which case any increase(s) will be passed on as set out below. Once the price of your arrangements has been confirmed at the time of booking, we will only change it, subject to the conditions set out in this clause, if our costs increase or decrease as a result of changes in transportation costs, dues, taxes or fees payable for services such as landing taxes or applicable exchange rates.

Even in the above cases, only if any increase in our costs exceeds 2% of the total cost of your package (excluding any amendment charges) will we levy a surcharge. If any surcharge is greater than 10% of the cost (excluding any amendment charges), you will be entitled to cancel your booking and receive a full refund of all monies you have paid to us (except for any amendment charges) or alternatively purchase other arrangements from us as referred to in clause 12 “Changes and Cancellation by us”. Please note, arrangements are not always purchased in local currency.

A refund will only be payable if any decrease in our costs exceeds 2% as set out above. Where a refund is due, we will pay you the full amount of such decrease. You have 14 days from the surcharge invoice issue date to tell us if you want to cancel or purchase other arrangements. If we do not hear from you within this time, we are entitled to assume that you will pay the surcharge. Any surcharge must be paid with the balance of the cost or within 14 days of the surcharge invoice issue date, whichever is the later. No surcharge will be levied within 30 days of your departure. No refunds will be payable if any decrease in our costs occurs within this period either.

7. Special requests, disabilities and medical conditions

If you have any special request, you must advise your travel agent at the time of booking. Although we will endeavour to pass any reasonable requests on to the airline or relevant supplier as applicable, we regret we cannot guarantee any request will be met unless we have specifically confirmed it in writing. Failure to meet any special request will not otherwise be a breach of contract. Confirmation that a special request has been noted or passed on or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability. If you or any member of your party has any disability or medical condition which may affect your arrangements, please provide your travel agent with full details so that we can advise as to the suitability of the chosen arrangements. In any event, we must be given full details in writing at the time of booking. If we / the airline / other supplier reasonably feel unable to properly accommodate the particular needs of the person concerned, we reserve the right to decline the booking or, if full details are not given at the time of booking, cancel when we become aware of these details.

8. Insurance

We consider adequate travel insurance to be essential. Travel insurance is widely available and your travel agent will have a policy available for you to purchase. Please read your policy details carefully and take them away with you. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs.

9. Travel advice

For up to date travel advice from the UK government, please visit www.fco.gov.uk/knowbeforeyougo

10. Changes by you

Should you wish to make any changes to your confirmed arrangements, you must notify your travel agent in writing as soon as possible. Whilst we will endeavour to assist, we cannot guarantee any such requests will be met. Where they can be met, an amendment fee of £50 per person will be payable together with any costs or charges incurred by ourselves or incurred or imposed by any airline or supplier. Some suppliers particularly certain airlines and hotels, whose special fares/costs are in some cases non-refundable as soon as they are booked, may consider a name change or other change to an existing booking as a cancellation and rebooking with up to 100% cancellation charges payable by you.

If any member of your party is prevented from travelling, the person(s) concerned may be able to transfer their place to someone else (introduced by you) providing we are notified not less than 2 weeks before departure. Where a transfer to a person of your choice can be made, all costs and charges incurred by us and/or incurred or imposed by any of our suppliers as a result together with an amendment fee of £50 per person must be paid before the transfer can be effected. For flight inclusive packages, you must pay the charges levied by the airline concerned. As most airlines do not permit name changes after tickets have been issued for any reason, you will have to pay the full cost of an alternative flight (if available) if you wish to transfer after tickets have been issued (subject to the above minimum notice).

11. Cancellation by you

Should you or any member of your party need to cancel your confirmed arrangements, the party leader must immediately notify your travel agent in writing. Your notice of cancellation will only be effective when it is received in writing by us from your travel agent.

The following cancellation charges* will be payable where you cancel or your booking is cancelled in accordance with these Booking Conditions (for example, where you fail to make payment as required) except where otherwise stated. Where the cancellation charge is shown as a percentage, this is calculated on the basis of the total cost of the cancelled arrangements excluding any amendment charges. Amendment charges are not refundable in the event of the person(s) to whom they apply cancelling. **Period before departure and cancellation charge**

56 days or more =	loss of deposit
55 - 29 days =	50% of the total cost
28 - 15 days =	80% of the total cost
14 - 0 days =	100% of the total cost

*These cancellation charges apply to all bookings, except in circumstances where a booking includes items or services where our suppliers own cancellation charges exceed those shown above. Please enquire at the time of booking as up to 100% cancellation charges may apply from the time of booking.

In the event of cancellation by some but not all party members, additional charges may be payable (for example, where a twin or double room will only be occupied by one person). Any such additional charges must be paid at the time of cancellation or with the balance of the cost of the arrangements as advised.

12. Changes and cancellation by us

Arrangements are often made many months in advance. Occasionally, we, airlines and/or suppliers have to make changes to and correct errors in published and other details both before and after bookings have been confirmed and cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so. However, we will only cancel your confirmed booking 8 weeks or less before departure where you have failed to comply with any requirement of these booking conditions entitling us to cancel or where we are forced to do so as a result of circumstances outside our control. Most changes are minor. Occasionally, we have to make a significant change. Significant changes include the following changes when made before departure; a change of accommodation to that of a lower official classification or standard for the whole or a major part of the time you are away, a change of outward departure time or overall length of time you are away of twenty four or more hours or a change of UK departure point to one which is substantially more inconvenient for you (except between airports within or around the same city for example London Gatwick and Stansted Airports). If we have to make a significant change or cancel, we will tell you as soon as possible. If there is time to do so before departure, we will offer you the choice of the following options:-

- (a) (for significant changes) accepting the changed arrangements or
- (b) purchasing alternative arrangements from us, of a similar

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standard to those originally booked if available (if the

alternative is less expensive than the original arrangements, we will refund the difference but if 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 you have paid to us.

Please note, the above options are not available where any change made is a minor one.

If we have to make a significant change or cancel after the date you have to pay the balance of the cost of your arrangements, we will pay you the compensation set out below provided we have received full payment subject to the following exceptions. Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where 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. No compensation will be payable and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these Booking Conditions entitling us to cancel (such as paying on time).

Period before departure a significant change or cancellation is notified to you	Compensation per person (excluding infants)
56 days or more	Nil
55 to 29 days	£10
28 to 14 days	£20
14 days or less	£30

Very rarely, we may be forced by "force majeure" (see clause 13) to change or terminate your arrangements after departure but before the scheduled end of your time away. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result.

13. Force Majeure

Except where otherwise expressly stated in these Booking Conditions, Travel 2, airlines and other suppliers will not be liable for any change, cancellation, affect on your holiday, loss, damage or expense of any nature or description or failure to perform or properly perform any contractual obligation(s) which is due to any event(s) or circumstance(s) which Travel 2, the airline or other supplier, as applicable, 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, flood, systems failure and all similar events outside the control of the party concerned.

14. Flight information

The flight timings given on booking are for general guidance only and are subject to change. The latest timings will be shown on your confirmation invoice. However, the actual flight times will be those shown on your tickets. You must accordingly check your tickets very carefully immediately on receipt to ensure you have the correct flight times. It is possible that flight times may be changed even after tickets have been despatched, if so we will endeavour to advise your travel agent of any change prior to departure and your travel agent or the airline will contact you as soon as possible if this occurs. We advise you contact your travel agent to reconfirm your outbound journey at least 72 hours prior to departure should there be a late flight change.

We are required to bring to your attention the existence of a list of airlines which are subject to an EU operating ban - see http://europa.eu.int/comm/transport/air/safety/flywell_en.htm. We will advise you of your operating airline at the time of booking or as soon as we become aware of it if later. We are not always in a position to confirm the aircraft type and any change of airline and/or aircraft type will not entitle you to cancel or change to other arrangements without paying our normal charges.

15. Flight delay

Unfortunately, delays sometimes occur. Depending on the length of the delay and surrounding circumstances, the airline concerned should provide refreshments when and where appropriate. Travel 2 is not in a position to provide any assistance in the event of flight delay and cannot accept any liability except where expressly stated in these Booking Conditions.

16. Denied Boarding Regulations

If any flight you have booked is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline in circumstances which would entitle you to claim compensation against the airline under EC Regulation No 261/2004 - the Denied Boarding Regulations 2004, you must pursue the airline for the compensation due to you. All sums you receive or are entitled to receive from the airline concerned by virtue of these Regulations represent the full amount of your entitlement to compensation or any other payment arising from such cancellation, delay, downgrading or denied boarding. The fact a delay may entitle you to cancel your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been

made in conjunction with your flight. We have no liability to make any payment to you in relation to the Denied Boarding Regulations or in respect of any flight cancellation or delay, downgrading of any flight ticket or denial of any boarding as the full amount of your entitlement to any compensation or other payment (as dealt with above) is covered by the airline's obligations under the Denied Boarding Regulations. If your airline does not comply with these rules you should complain to the Air Transport Users' Council on 020 7240 6061 www.auc.org.uk

17. Our Liability to you

A. We promise to make sure that all services we have agreed to arrange, perform or provide as part of our contract with you are arranged, performed or provided with reasonable skill and care. This means, subject to these conditions, 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 ourselves, our employees, agents or suppliers to use reasonable skill and care in arranging, performing or providing, as applicable, the contracted service in question. Please note it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim. We will only be responsible for what our employees, agents and suppliers do or do not do if they were at time acting in the course of their employment (for our employees) or carrying out work we had asked them to do (for agents and suppliers).

We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment or any other loss of any description), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following:-

- the act(s) or omission(s) of the person(s) affected or any member(s) of their party; or,
- the act(s) or omission(s) of a third party not connected with the provision of your holiday which we could have predicted or avoided; or,
- force majeure as defined in clause 13 above.

B. Please note, we cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised by us and we have not agreed to arrange them. In addition, regardless of any wording used by us in any advertising material, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you.

C. The promises we make to you about the services we have agreed to arrange, perform or provide as part of our contract - and the laws and regulations of the country in which your claim or complaint occurred - will be used as the basis for deciding whether the services in question have been properly performed or provided. If the particular services which give rise to a claim or complaint complied with local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and regulations of the UK which would have applied had those services been provided in the UK.

D. As set out in these Booking Conditions, we limit the maximum amount we may have to pay you for any claims you may make against us.

Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money), the maximum amount we will have to pay you is the maximum amount payable for the claim in question under the insurance policy we offer. These limits apply whether or not you take out our recommended insurance policy. When dealing with any such claim, we will use the definitions contained in this policy. A copy of the policy wording can be provided on request.

For all other claims which do not involve death or personal injury, if we are found liable to you on any basis the maximum amount we will have to pay you is twice 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 your claim under clause 17 E below. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your holiday.

E. Where any claim or part of a claim relates to any transport (including the process of getting on/off the transport) provided by any sea, rail or road carrier, the maximum we will have to pay you in respect of that claim or that part of a claim if we are found liable to you on any basis is the maximum which would be payable by the carrier concerned under the applicable international convention (for example, Athens Convention for international travel by sea, Warsaw Convention, as amended or unamended and the Montreal Convention for international travel by air) in that situation. Where the carrier would not be obliged to make a payment under international convention, we are similarly not obliged to make a payment. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the carrier for the claim in question. Copies of the conventions are available on request.

F. Please note, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description (1) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you or (2) which did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers. Additionally we cannot accept liability for any business losses.

18. Complaints

In the unlikely event that you have any reason to complain about any arrangements whilst away, you must immediately inform the airline or supplier of the service(s) in question. Any verbal notification must be confirmed in writing to the airline / supplier as soon as possible.

If you remain dissatisfied, you must write to us, Customer Relations, Travel 2, 8 Elliot Place, Glasgow. G3 8EP within 28 days of the end of your arrangements giving your booking reference and full details of your complaint. For all complaints and claims which do not involve death, personal injury or illness, we regret we cannot accept liability if you fail to notify the complaint or claim entirely in accordance with this clause.

19. Arbitration

Disputes arising out of, or in connection with your contract with Travel 2 which cannot be amicably settled may be referred to arbitration if you so wish under a special scheme arranged by ABTA and administered independently by the Chartered Institute of Arbitrators. The scheme provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on the customer in respect of costs. Full details will be provided on request or can be obtained from the ABTA website (www.abta.com).

20. Passports, visas and health requirements

Passport, visa and health requirements may change and you must check the up to date position in good time before departure. For packages, the passport, visa and health requirements applicable at the time of printing to British citizens are shown in our applicable brochure or will be advised by your travel agent at the time of booking. A full British passport presently takes approximately 2 to 6 weeks to obtain depending on whether you are renewing your passport or obtaining one for the first time but you should allow more time if possible. The UK Passport Service has to confirm your identity before issuing your first passport and from October 2006 will ask you to attend an interview in order to do this.

Information on health is contained in the Department of Health leaflet T7 (Health Advice for Travellers) available from the Department of Health by telephone on 0870 1555455 or via its website www.dh.gov.uk and from most Post Offices. Please also check the up to date position in relation to recommended vaccinations and other health precautions with your GP in good time before departure.

It is your responsibility to ensure that you are in possession of a valid passport and all necessary visas, travel and health documents before departure. All costs incurred in obtaining such documentation must be paid by you. We regret 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 correct documentation. If you or any member of your party is not a British citizen or holds a non British passport, you must check passport and visa requirements with the Embassy or Consulate of the country(ies) to or through which you are intending to travel. If failure to have any necessary travel or other documents results in any fines, surcharges, other financial penalty, expenses or other sums of any description being imposed on or incurred by you, you will be responsible for reimbursing us accordingly.

21. Conditions of suppliers

The services which make up your arrangements are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions (see above). Copies of the relevant parts of these terms and conditions are available on request from ourselves or the supplier concerned.

22. Financial security

We are a member of ABTA (No. V0156) and hold ATOL No 3228 issued by the CAA. Where your arrangements include flights booked with us, they are ATOL protected. This means the CAA will ensure that you are not left stranded abroad and will arrange to refund any money you have paid to us for an advance booking in the unlikely event of our insolvency. For further information, visit the ATOL website at www.atol.org.uk. In the unlikely event of an airline failure due to insolvency, we include Scheduled Airline Failure Insurance (SAFI) with all our flight bookings. If your arrangements do not include flights booked with us, ABTA will arrange to refund any money you have paid to us for an advance booking and to return you to the point where your contracted arrangements with us began (if applicable) in this situation. Visit ABTA's website at www.abta.com for further information.