



BOOKING CONDITIONS

Your contract is with 2by2 Holidays Limited (registration no 4689454) which acts as principal in respect of your land arrangements and as agent for various other suppliers in booking your flights, trains, car hire and other travel facilities and activities. Farley & Bride Limited (registration number 4247319) provides card merchant facilities, administrative and selected travel services as agent for 2 by 2 Holidays Limited. It is a member of the Travel Trust Association (no. U3909).

Provisional Booking

A provisional booking may be made over the telephone or by e-mail and an option will be held for you for up to one week while we check availability. If lack of availability prevents us from confirming the exact holiday you have requested, we will offer you an alternative for your consideration.

Booking Form & Deposits

Within one week of us having confirmed availability, we must receive your signed Booking Form together with a non refundable deposit of 15% of your total land arrangements or £200 per person (whichever is greater), otherwise your option will lapse. Larger non-refundable deposits are required in certain instances e.g. luxury trains (typically 25%), self-catering villas & apartments (typically 50%), sporting events (typically 50%) and peak periods such as Christmas. Occasionally full payment may be required to secure a booking. Flights generally require payment in full at the time of booking. The exact deposit required will be advised at the time of booking. The person making the booking (lead name) must be at least 18 years of age and must be authorised by all persons on the Booking Form, if booking on their behalf. The lead name is responsible for passing information regarding the booking on to the other members of the party including but not limited to booking terms and conditions and schedule changes, and ensuring that all travellers have the necessary travel and health documents including vaccination certificates. We have the right to refuse to accept your booking.

Payments

Payments can be made by bank transfer, cheque, debit or credit cards and are credited to the Trust Account of Farley & Bride, which acts as agent for 2 by 2 Holidays for this purpose. For credit card payments a charge of 1.95% will be levied. Payments must be made in the currency stated on the invoice and you are responsible for any bank charges incurred.

Confirmation Invoice

Following receipt of your Booking Form and deposit, we shall issue a confirmation invoice showing the balance due for your holiday. A binding contract will exist from this point. The confirmation invoice and final detailed itinerary will specify our agreed services to you. It is your responsibility to check the details on the documentation carefully and inform us immediately if there are any errors. Names on your travel documents must exactly match those in your passport.

Special Requests

If you have any special requests or requirements, these must be made in writing at the time of confirmation. We will pass these requests onto the relevant party, however we cannot guarantee that any request will be met. All requests are subject to availability. For your own protection, you should obtain from us in writing confirmation of any special requirements where it is possible for us to do so.

Changes to a Confirmed Booking

Once your booking has been confirmed, any requested changes, where possible, will incur an administration fee of £25 per booking, in addition to any additional charges and costs. Any amendment within 8 weeks of travel may incur cancellation charges. If you wish to transfer your booking to another person who in our discretion qualifies to participate in the holiday, an administration fee of £25 per booking will be charged for the transfer. Any changes must be made by the lead passenger in writing either by email or letter.

Final Payment

The final balance for is due 60 days before departure, except for peak periods, sporting and other events when final payment is due 90 days before departure. You will be informed of this at the time of booking. Final documents will be issued only when full payment has been received. If full payment is not received when due, the booking will lapse and cancellation charges will apply as set out below. Payments for flights, trains, car hire and other agency services are subject to the booking conditions of the provider of those services, which will be advised to you at the time of booking. These may require earlier payment than our standard payment terms. For some holidays, additional local payments are required. You will be informed of this at the time of booking and will be required to pay in the specified currency.

Cancellations

Should you wish to cancel your holiday after you have paid in full, this must be confirmed in writing or by email since we can only act on written instructions from the lead passenger. Such notification will only be deemed to have been given on receipt of your letter or email. A cancellation charge will be payable calculated on the basis set out below. If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges from your insurers. In the rare event of us cancelling your booking, all monies will immediately be refunded in full, whereupon our liability will cease. Part cancellation of a booking may lead to increased costs for the remaining party members. No refund will be given for meals and activities included in the booking that you choose not to use or where documentation has been lost.

	% of invoice payable	
	Standard	Peak Events
More than 90 days	Loss of deposit	Loss of deposit
60 to 90 days	Loss of deposit	100%
Within 60 days	100%	100%

If We Change Your Arrangements

In the unlikely event of us changing your holiday arrangements, such changes are likely to be minor and we will have absolute discretion as to whether or not to notify you. On group holidays, or where circumstances require it, we reserve the right to substitute hotels of a similar standard if necessary. Service providers generally reserve the right to change arrangements both before and after a booking has been confirmed. If this happens we will notify you of any significant

changes as soon as we are made aware of them, but we cannot accept any liability in relation to such changes. You will then have the choice of either accepting the change of arrangements, taking another available holiday from us or cancelling your holiday and receiving a full refund, provided it does not arise from circumstances amounting to 'force majeure' (see definition below). If this change occurs after the final balance has been paid, you will be entitled to compensation of £10 per person (46 - 60 days before departure), £20 per person (15 - 45 days), or £30 per person (0 - 14 days). If the change is due to 'force majeure' we regret that compensation will not be made. 'Force majeure' means unusual and unforeseen circumstances beyond our control, the consequence of which neither we nor our suppliers could reasonably avoid including, but not limited to, war or threat of war, riots, civil strife, terrorist activity (actual or threatened), acts of God, technical or maintenance problems with transport, changes to schedules or operational decisions of transport providers, industrial disputes, closure or congestion of airports, power failure, natural or nuclear disaster, fire, epidemic or health risk, level of water, or adverse weather conditions.

Price Increase

Once we have accepted payment for your holiday in full, the cost of your holiday cannot be increased. However until then we reserve the right to increase prices in the event of increases of more than 2% of the holiday price due to adverse currency exchange rate movements or Government action (such as an increase in VAT). Alternatively we may change your accommodation to avoid a price increase. If this change exceeds 10% of the holiday price, you will be entitled to cancel your holiday with a full refund of all money paid. Should you decide to cancel because of this, you must exercise your right to do so within 14 days from the date on your revised confirmation invoice. Due to financial commitments made in advance, no refund will be made in the event of Sterling strengthening against other currencies.

Flights

All international and local flights, including airport departure taxes, are excluded from the price of your land arrangements and are purchased separately. Where we provide flights these are reflected on your confirmation invoice, you are protected by our ATOL. Flights booked directly by you with airlines are not covered by our ATOL and if reflected on our invoice or itinerary are shown for information purposes only and we cannot accept any liability or responsibility for such flights.

We cannot be held responsible for missed flights or any other flight delays. Carriage by air is subject to the airline's conditions of carriage and is governed by international convention, which may limit liability in respect of claims for injury, delay and a loss of baggage. In the event of delayed departure, the airline may be responsible for making arrangements for refreshments and, if necessary, overnight accommodation. However, if these delays have led to onward flight connections being missed, the carrier is not responsible for any costs involved or for any unused holiday services, though they may offer a remedy, subject to their conditions of carriage.

It is your responsibility to adhere to airline luggage weight restrictions, usually 20kg on international flights but sometimes as low as 12kg on certain light aircraft flights, and any 'soft bag only' conditions. The flight times shown on your tickets and final documentation are up to date at the time of issue but are subject to alteration. It is your responsibility to check flight times just

before travel as last minute schedule changes may have been made.

Car Hire

It is your responsibility to produce a valid European or International driving licence with photo ID. In order to pick up your hire car, you are required to leave credit card details with the car hire company which must be in the name of the lead driver. Without a credit card the car hire will be refused. Insurance and any inclusions in the car hire are stated on your documentation and any additional charges are payable by you locally in the appropriate currency.

Travel Insurance

It is a condition of your contract with us that you take out comprehensive holiday travel insurance at the time of, or prior to making your booking. We strongly advise you to insure yourself against any possible risk and that you check the exclusions to ensure that you are adequately insured in respect of your itinerary, especially for any potentially hazardous activities. You must be medically fit to travel. We cannot be held responsible if you purchase an inadequate insurance policy.

Health Requirements

General advice is set out in the Essential Information section on our website, but this is for guidance only. It is your responsibility to obtain independent advice from your GP or travel clinic at least 8 weeks prior to departure, regarding any inoculations and/or medication that may be necessary. If you have any medical problems or disabilities that may affect your holiday, you must inform us before confirmation so that appropriate arrangements can be made. You must also inform us of any medical condition or disability that develops after confirmation that may affect your holiday. You may be required to provide a certificate of medical fitness for certain activities.

Passports & Visas

It is your responsibility to ensure that you have all the necessary travel documents in your possession including your passport, which normally should be valid for at least 6 months after your return date and have at least 2 blank facing pages. The name on your air tickets must exactly match the name in your passport. We will provide general information regarding visas but it is your responsibility to check up to date requirements with the appropriate Embassy, Consulate. Multiple entry visas may be required in certain circumstances. We have no liability to you for any losses due to incorrect travel documents and will not refund you for any unused travel arrangements due to this. If you are getting married on holiday, we will advise you of any necessary documentation required and will need copies of these. You will need to take the original documents with you.

Group Tours

You are expected to take your fellow guests into consideration. If your behaviour is such that it causes danger, severe distress or annoyance to them or damage to property, we reserve the right to terminate your holiday without further liability. Smoking is not permitted on the vehicle and luggage is limited to one suitcase and one overnight bag per person.

Children

Children under the age of 6 years are normally not allowed on open top game drives in most private game reserves. In National Parks this age restriction is 12 years. Private tours are recommended in such circumstances. We cannot be held liable for any acts or omissions of whatever nature in breach of the above. Children over the

age of 12 years may participate in age-appropriate activities, provided they are accompanied by a responsible adult.

Activities

All efforts will be made to include all the activities mentioned in your itinerary. However we cannot be held responsible for adverse weather or other circumstances beyond our control. In such circumstances, we shall endeavour to arrange an alternative activity but no refund or compensation is possible for any unused activity provided as part of your holiday package. Refunds in such circumstances will be made for optional activities purchased separately. For certain activities you may be required to demonstrate a certain level of competence and we reserve the right to refuse your participation if it is felt that you could compromise your and/or another guest's safety for any reason. Personal disclaimers will be required for certain potentially hazardous activities.

Disabled Holidays

If you are disabled, you must be medically fit to travel and complete a supplementary questionnaire setting out full details of your disability. Please be aware that in many of our destinations, accessible accommodation is limited and often not to the same standards as in your own country. Ramps may be required at times and you may need to be lifted on to transport. This includes certain airports which do not have lifting equipment. Our driver/guides are there to provide the accessible transport and guiding, but are not authorised to act as carers. This includes but is not limited to toileting and personal care, lifting, pushing of wheelchairs administration of medication or any medical procedures. For this you will need to provide your own carer/s that will need to be included in the holiday booking. It is your responsibility to inform us of the full extent of your disability to ensure the services provided are suitable. As accessible accommodation and guides are generally in shorter supply, we recommend booking well in advance to be sure you secure your desired accommodation and guide. If you wish to undertake any adventure activities, you must have a medical certificate permitting this. You must inform us of any change to your medical condition or disability that develops after confirmation that may affect your holiday.

Our Liability

We have taken every care to ensure the accuracy of the information on our website and we have taken all reasonable steps to ensure that the suppliers of the various services provided to you as part of your holiday are efficient, safe and reputable businesses and comply with the laws and regulations of their country. We will accept liability for matters which arise as a direct result of acts or omissions by us which are negligent and/or a breach of our contractual duty in making arrangements for you, including any acts or omissions by our employees, provided that we shall not be liable for any indirect, consequential, special or exemplary damages. Although we have no direct control over the provision of services to you by our suppliers, we will accept liability for any negligent act or omission of our suppliers whilst they are acting within the scope or in the course of their employment to provide any services or arrangements forming part of the holiday that you have booked with us, including any claim involving death, personal injury or illness. We do not accept responsibility for any activities or services arranged by you locally with one of our local representatives, suppliers or any third party, if not purchased through ourselves. Nothing in these conditions shall limit your statutory rights in respect of claims for personal injury or death. In the case of adventure sports, we stand by our acceptance of liability for personal injury or death in accordance with your statutory rights provided that we shall not be liable to the

extent that you have contributed to such personal injury or death by your own negligence, including failure to follow reasonable instructions. The maximum we will pay for claims is the holiday price, a refund of related expenses and a daily sum of up to £50 per person to all persons directly affected. The maximum payment will only apply in cases where no enjoyment whatsoever has been derived from your holiday. All other situations will be assessed in accordance with individual circumstances. In respect of carriage by air, sea and rail and the provision of accommodation, our liability in all cases will be limited in accordance with the relevant conventions. All baggage and personal possessions remain at all times and in all circumstances at your risk.

Data Protection

We will record and store your information on our database for the purpose of making your travel arrangements and to send you information about 2by2 Holidays Ltd. We will need to pass your information on to parties responsible for part of your travel arrangements outside the EU which may have less stringent data protection. We will not pass your information to third parties for any other reason.

Complaints

We do our best to give you an enjoyable, trouble-free holiday but occasionally even the best-laid plans can go wrong. In the event of a problem whilst you are on holiday, please inform your guide or our local representative immediately. This will give us the opportunity to investigate and put things right as quickly as possible. If the matter cannot be resolved locally, please contact us by telephone or email and we will investigate immediately. Alternatively send details of your complaint to us in writing within 28 days of your return. We regret we cannot accept liability in relation to any complaint if you do not notify us in accordance with this paragraph. We cannot accept responsibility for any problems associated with your failure to have the correct travel documentation for your holiday. Any dispute which is not amicably settled maybe referred to an independent arbitrator. Disputes arising out of or in connection with this contract will be governed by English law and are subject to the jurisdiction of the Courts of England and Wales

Financial Protection

Acting as principal, 2by2 Holidays holds ATOL number 9025 issued by the UK Civil Aviation Authority (CAA). When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. We or the suppliers identified on your ATOL certificate, will provide you with the services listed on the ATOL certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding, to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable). If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the

services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re- assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme. Acting as agent, Farley & Bride is a member of the Travel Trust Association (TTA membership number U3909) and operates a customer trust account

for your financial protection. If you have purchased only land arrangements from us, you may obtain a refund from the TTA in the case of our financial failure.

Acceptance of Booking Conditions

By booking our holiday, you accept the foregoing conditions. The person in whose name the booking is made is responsible for ensuring

that every member of the party abides by and respects these conditions.

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