

Leisurefare Ltd. Booking Conditions

1. The Company

BAway is a trading name of Leisurefare Limited of 44 Pitshanger Lane, Ealing, London, W5 1QY which is registered in England under Company Number 4311508 (the Company). Please read these conditions carefully as you will be bound by them.

2. Definitions

For the purposes of this contract, the Company means BAWay, a trading name of Leisurefare Ltd of 44 Pitshanger Lane, Ealing, London, W5 1QY.

Electronic Instantaneous Communication means any immediate form of communication including fax, e-mail and internet.

Booking Form is a document signed by the principle travelling party and constitutes full and final acceptance of the holiday requested. This document contains all the relevant details of the party members, insurance and payment.

Booking Confirmation / Invoice is a legal offer by the Company to the principle travelling party detailing the holiday arrangements.

A minor change is an alteration to the original holiday plans that does not constitute a significant impediment to your arrangements.

3. Booking Your Holiday

(a) Bookings may be made by the following methods: Telephone, Electronic Instantaneous Communication, or in writing.

(b) When you wish to make a booking you must complete a Booking Form and pay a non-refundable deposit amount which will be advised at the time of booking (or full balance if within the balance due date on the booking confirmation / invoice). By signing the Booking Form you confirm on behalf of yourself and all members of your party that you have read, understood and accept these booking conditions.

4. Confirmation Of Booking

(a) A booking is not accepted by the Company and no contract exists until the Company is in receipt of a Booking Form signed by the principle travelling party and relevant payment has been received by the Company.

(b) The Booking Confirmation/Invoice will specify exactly what has been requested by you and it is your responsibility to check it carefully and advise us immediately in the event of any error on the Booking Confirmation/Invoice.

(c) Final travel documents will be forwarded to you approximately two weeks before your departure.

(d) When bookings are made by telephone and electronic instantaneous communication a Booking Form and Booking Confirmation / Invoice will be forwarded to you as soon as is practicable, for your acceptance and completion. The contract will be completed upon the Company's receipt of the signed

Booking Form and deposit (or balance if within the due date on the booking confirmation / invoice).

5. Payment for your Holiday

A non-refundable deposit, which will be advised, is payable at time of booking. The balance of the holiday price is due by the date on the booking confirmation / invoice. If the final balance is not received on time, the Company reserves the right to treat the booking as cancelled and will levy full cancellation charges as set out in this contract. For bookings made within the balance due date, payment must be made in full (including deposit) upon completion of the booking.

6. Amendments and Cancellation

(a) Amendments by you.

The Company will make every effort to assist you if you wish to alter your travel arrangements but can offer no guarantee that this will be possible. Requests for an amendment must be made in writing by the person who signed the Booking Form. In the event of it being possible to make an amendment, all communication charges and expenses incurred by the Company or any other supplier involved in the amendment will be payable by you together with an amendment fee of £50 per alteration. If you wish to change your travel arrangements after the balance due date on the booking confirmation / invoice, this will be treated as a cancellation and a re-booking, and the normal cancellation charges as detailed in this document will apply.

If any member of the party is unable to take the holiday for reasons beyond their control (such as illness or bereavement), you may do a name change on the booking to another suitable person, providing that notice is given at least 28 days to departure, and providing that the alternative person is acceptable to the Company. An administration charge of £50 will be levied, plus any non-refundable costs arising from the contract terms of our suppliers.

(b) Cancellation by You

All cancellations must be advised in writing by the person who signed the Booking Form and sent to the Company. Cancellations are only effective from the day they are received by the Company. We recommend that you send them by Recorded Delivery/fax or email. Cancellation charges (together with holiday insurance premiums), will be payable in accordance with the table set out below:-

Number of days prior to departure date when written confirmation of cancellation is received by the Company.:-

Up to 56 days prior Forfeit deposit

42 - 56 days prior 30%

29 - 41 days prior 60%

15 - 29 days prior 85%

14 - 0 days prior 100%

(c) Amendment by the Company

The itinerary operated by the Company is not issued on behalf of an airline, nor does it commit any companies mentioned therein, or any whose services are or may be used in the course of the holiday shown. During early or late season you may find some of the hotel or resort facilities to be closed/unavailable. This may be due to weather conditions, commercial reasons, local licensing laws, religious holidays or other, but please remember that we as Tour Operators neither own nor control such facilities/amenities. All hotels, ships, reserve the right to amend/cancel activities. In the event of changes occurring you will be notified in writing by the Company within a reasonable period of time. The Company will make every effort to ensure that the holiday takes place as per the Booking Confirmation/Invoice. However, in exceptional circumstances we may have to modify your a holiday before departure.

Major Changes

If the modification is major (for example, a change of flight time by more than eight hours, a change of airport [except between airports serving the same city], a change of destination or a change to a lower standard of accommodation), the Company will make every effort to contact you immediately and offer the choice of:-

(a) accepting the changed arrangements, or

(b) arranging a comparable alternative holiday with us (if available), or

(c) annulment of your holiday.

If you choose option a or b, the Company will pay you compensation as set out below. If you choose option c, we will refund all your payments to us and pay compensation as set out below:-

Period before departure at which Compensation major change notified to you: per person:

More than 43 days Nil

42 - 29 days £20

28 - 15 days £30

14 - 0 days £40

Compensation will not be paid where a major change arises from force majeure, being unusual and unforeseeable circumstances beyond the Company's control, the consequences of which neither the Company nor its suppliers could avoid. These include, but are not limited to war, threat of war, civil strife, terrorist activity (actual or threatened), industrial disputes, natural or nuclear disaster, fire, flood, drought, adverse weather conditions, epidemic or health risks. In exceptional circumstances the Company reserves the right to make major changes or cancellation within eight weeks of the departure date. Under normal circumstances, no cancellation or major changes will be made by the Company within eight weeks of departure except as a result of force majeure.

Minor Changes

If there is a minor change before your departure date, the Company will, having regard to all the circumstances, make every reasonable effort to notify you, although it is not obliged to do so, nor is it obliged to pay any compensation.

Changes during the holiday.

If the Company becomes unable to provide a significant proportion of your holiday after it has commenced, suitable alternative arrangements will be made for you at no extra charge to yourself, or alternatively, you may be returned to your point of departure and given a pro-rata refund for any element of the holiday not received. This does not apply to minor changes whilst you are away.

7. The Company's price policy.

(i) The price of your travel arrangements is subject to surcharges on the following items for increases in: transportation costs, eg fuel, scheduled airfares and any other airline surcharges which are part of the contract between airlines (and their agents) and the Company, Government action such as VAT or any other Government imposed increases, currency in relation to adverse rate variations.

Even in this case we will absorb an amount equivalent to 2% of the holiday price which excludes insurance premiums and any amendments charges. Only amounts in excess of this 2% will be surcharged. If this means paying more than 10% on the holiday price, you will be entitled to annul your holiday with a full refund of all money paid except for any premium paid to us for holiday insurance and amendment charges. Should you decide to annul because of this, you must exercise your right to do so, in writing within 14 days from the issue date printed on the surcharge invoice.

(ii) The Company is not able to reduce holiday prices should exchange rates improve. No surcharge will be levied once the full balance has been received by the Company. This clause is compliant with Regulation 11 of the Package Travel Regulations.

8. The Company's responsibilities to you.

The Company takes great care to ensure that those involved in the preparation and provision of your holiday maintain appropriate standards. The descriptions, information and opinions given by the Company are given in good faith, based upon the latest information available to us. Please remember that the appropriate standards will be those prevalent in your destination which may not be the same as western standards.

(a) The Company generally accepts liability (subject to (d) below) should any part of your holiday arrangements not be as described by us and not be of a reasonable standard. Should this occur the Company will seek to compensate you in proportion to your losses. If a satisfactory figure of compensation cannot be agreed amicably, the Company reserves the right to challenge you by means of litigation.

(b) The Company does not seek to evade liability under any circumstance for death or personal injury.

(c) Where you suffer personal injury or death as a result of any part of your holiday arrangements booked by the Company, the Company will (subject to (d) below) accept responsibility and seek to compensate you in the normal legal method.

(d) The acceptance of liability set out in paragraphs (a) and (c) above may not apply where there is no fault on the part of the Company and/or its suppliers, or the cause of your claim was attributable to your own fault or the actions of someone unconnected with your holiday arrangements or on which neither the Company nor its suppliers could have anticipated or avoided, even with the exercise of all due care.

9. Your responsibility to the Company.

(a) It is your responsibility to ensure that visas, passports, vaccination certificates and other health and safety precautions have been observed by you. The company can recommend a visa agency to help you with your visa requirement, however, you must contact your GP for the most up to date information with regard to health requirements. It is also your responsibility to arrange comprehensive insurance cover for your holiday which may be obtained through the Company.

This insurance premium will be automatically added to your confirmation invoice unless you inform us to the contrary. If you decide not to take our recommended insurance, you must provide us with details of equivalent or better cover which must be taken out for yourself and all members of your party. Bookings cannot be accepted unless you and your party comply with these insurance requirements.

(b) The Company will not be responsible for clients missing flights as a result of late check-ins and no refunds will be given if you fail to take up any component parts of the holiday. No credit or refund will be given as a result of lost or destroyed travel documents.

(c) Where special requests are made by the Company on your behalf, the availability can only be at the discretion of the supplier and cannot be guaranteed by the Company.

(d) The Company accepts no liability if you behave in a way which places yourself in jeopardy or danger or causes distress or annoyance to others or creates the risk of danger or damage to property while abroad or at the airport or on any aircraft, you are prevented from travelling at the discretion of an airline or you are asked to leave an hotel at the discretion of the hotel management, the Company will not refund you any portion of the cost of your holiday and if the Company incur any expense as a result of your behaviour, we will require full reimbursement.

10. Airlines and other suppliers.

(a) Suppliers of the transport, accommodation and other component parts of your holiday may impose their own conditions of trading which will apply to your holiday. These conditions may be subject to international

conventions which limit and/or restrict the supplier's liability. The conditions of trading mentioned above are in no way connected with the Company.

(b) Transport timings are provided by the carrier concerned and are subject to such matters as weather conditions, maintenance requirements, the ability of passengers to check in on time and in the case of flights, to air traffic control restrictions. Accordingly the timings of flights and other forms of transport are estimates only and cannot be guaranteed. Internal flights are particularly vulnerable to change. It is your responsibility to check the departure time of all flights and to confirm your reservations in accordance with the airline's requirements. The Company is not liable for any delay and cannot itself make any special arrangements in the event of a delay.

11. Excursions.

Any excursions that do not appear on the Confirmation Invoice and are not included in the travel documentation, thus any excursion not pre-booked by the Company in the UK gives rise to no liability on behalf of the Company.

12. Complaints or problems.

If you have a complaint about any of the services or facilities provided in connection with your holiday arrangements booked with the Company, you must initially inform the relevant supplier and subsequently the Company's local representative immediately or contact the Company directly so as to give the company the opportunity to minimise any inconvenience. Complaints that cannot be settled locally must be made to the Company in writing within 28 days of the scheduled return date.

13. Financial security.

The Company complies with the financial bonding requirements of the Civil Aviation Authority and the Package Travel Regulations holding ATOL license number 6097.

In the unlikely event of insolvency these bonding requirements would ensure that clients would be repatriated and/or refunded.

14. Law.

This document is a legally binding contract intended to create legal relations with the signatory and is governed by and construed in accordance with English Law and is subject to the exclusive jurisdiction of the Courts in England and Wales.