

Booking Conditions

Our sole aim is to ensure that you have a most enjoyable holiday. It is therefore extremely important that you read the booking conditions and understand the terms and conditions of you information provided to you by Back2Mauritius Ltd and Goldwing International (UK). All this forms the basis of your contract with us. When you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party the terms of our conditions of booking. A contract will exist between us as soon as we issue our confirmation invoice. Your contract is with Back2Mauritius Ltd, a company registered in England. Company Number 14604638. Registered office: 54 Chase Side, London, N14 5PA in partnership with Goldwing International (UK) Ltd a company registered in England. Company Number 02822258. Registered office: 29 Turnpike Lane, London N8 0EP, United Kingdom. VAT number: 645 8344 16.

Payment

A completed booking form should be sent to us accompanied by a deposit of £500 per person. An upfront payment can be made for the total cost of your package holiday. The balance due as shown on your invoice must be paid to us no later than 31st July 2023. If you fail to pay the balance by the due date we reserve the right to treat the booking as cancelled and levy appropriate cancellation charges as detailed below.

Your Financial Protection

Your money is protected. When you buy an ATOL protected air inclusive holiday package you will receive a Confirmation Invoice from us confirming your arrangements and your protection under our travel partner, Goldwing International (UK) Air Travel Organiser's Licence number 4011. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid us for an advance booking. For further information visit the ATOL website at www.atol.org.uk.

Insurance

It is essential that you and all members of your party have adequate travel insurance. Insurance can be purchased via the post office, credit card company or direct with insurers. In general your policy should cover personal

accident, death, medical and repatriation expenses, loss of valuables and baggage, cancellation or curtailment, missed departure, delay and legal expenses. Should you or any member of your party decide not to take out travel insurance we cannot accept any responsibility for any costs that arise which would otherwise have been met if insurance cover had been taken out.

Alterations by you

If you wish to alter your booking in any way once we have confirmed it, we shall do what we can to satisfy your requirements. An amendment fee of £40 per person will be charged plus any appropriate additional holiday costs. Any alterations by you within 70 days of departure may be treated as a cancellation of the original booking and may be subject to cancellation charges as shown in the table below.

Alterations by us

The arrangements featured in our brochure are planned many months in advance and changes can therefore occur for a variety of reasons after we have gone to press. Many of these changes are very minor in nature and should not affect the overall enjoyment of your holiday. Where they are more significant we will do our best to advise you prior to your departure. In accordance with EU Regulation 2111/2005 we are required to advise you of the actual carrier operating your flight/connecting flight/transfer. We do this by listing the carriers to be used, or likely to be used, on the relevant pages of this brochure and/or on our Confirmation Invoice. Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible and in all cases at check-in or at the boarding gate. Such a change is deemed to be a minor change. Sometimes a major alteration has to be made before your departure. We will give you the options of either accepting the revised arrangements or cancelling your holiday with a full refund of all monies paid. Compensation will be payable on the scale shown below in accordance with the option you decide to take, unless the change arises as a result of events beyond our control (see Important Note below). A major change is considered to be: a significant change of resort, a change of accommodation to that of a lower category and or price; change of airport other than Heathrow or Gatwick that causes great inconvenience; change of your departure or return by more than 12 hours.

Compensation per person

No. of Days Notification Before Departure:

- More than 70 days: Nil
- 43-70 days: £10
- 29-42 days: £20
- 15-28 days: £25
- 1-14 Days: £30

Important note

Compensation payments will not be made for changes caused by reason of war, threat of war, riots, civil strife, terrorist activity, strikes or other industrial disruption, natural or nuclear disasters, fire, quarantine, epidemics, weather conditions, government action at home or abroad, unavoidable technical problems with transportation, airport or port closures, or any similar event beyond our control which neither we nor our suppliers could not expect or avoid even withallduecare.

Cancellations by you

Should you or any member of your party wish to cancel your booking at any time please notify us immediately. If we have already issued a Confirmation of Booking it is essential that you indicate your intention to cancel in writing to ourselves. This instruction to cancel must be signed by the person who signed the booking form. We will not effect the cancellation until such written advice is received. As we will incur costs in cancelling your holiday you will have to pay the applicable cancellation charges up to the maximum shown in the table below. These are calculated as a percentage of the total holiday cost of the person or persons making the cancellation.

Cancellation charges

No. of Days Notification Before Departure:

- More than 70 days: Deposit
- 43-70 days: 30%
- 29-42 days: 50%
- 15-28 days: 75%
- 7-14 Days: 90%
- Less than 7 Days: 100

If the reason for cancellation is covered under the terms of your insurance policy you may be able to reclaim these charges.

Cancellation by us

We reserve the right in any circumstances to cancel your holiday and in such an event we shall seek to offer a suitable alternative or a full refund of monies paid to us. Except for events beyond our control (see Important Note above) or if you default on payment we will not cancel any booking within 10 weeks of the scheduled departure date.

Complaints

In the unlikely event that you have a complaint whilst on holiday this must be brought to the attention of our local representative/agent and the hotel management as soon as possible. It is likely your complaint will be resolved there and then to your satisfaction. If you fail to take action whilst on holiday we will have been deprived of the opportunity to investigate and rectify your complaint and this may affect your rights under this contract. If however your complaint cannot be resolved during your holiday and you wish to pursue the matter on your return it is essential that you put your complaint in writing to us within 28 days of your return quoting your holiday reference, departure date and destination.

Normally complaints will be resolved amicably. However if we are unable to reach an acceptable solution you may if you wish refer the dispute to arbitration under a special Scheme arranged by ABTA and administered independently by IDRS part of the Chartered Institute of Arbitrators. Details are available on request or can be obtained from the ABTA website www.abta.com. The Scheme provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on you in respect of costs. The Scheme does not apply to claims for an amount greater than £5,000 per person or £25,000 per booking form. Neither does it apply to claims, which are solely in respect of physical injury or illness or their consequences. The Scheme can however deal with compensation claims which include an element of minor injury or illness subject to a limit of £1,000 on the amount the arbitrator can award per person in respect of this element. The application for arbitration and Statement of Claim must be received by IDRS within 9 months of the return date from holiday. Outside this time limit arbitration under the Scheme may still be available if the company agrees, but the ABTA code does not require such agreement.

For injury and illness claims, you may like to use the ABTA/Chartered Institute of Arbitrators Mediation Procedure. This is a voluntary scheme and requires us to agree for mediation to go ahead. The aim is to help you resolve your

dispute in a quick and cost effective way. Details on request or from www.abta.com.

Our liability to you

If the contract we have with you is not performed or is improperly performed by us or our suppliers we will pay you appropriate compensation if this has affected the enjoyment of your travel arrangements. However we will not be liable where any failure in the performance of the contract is due to: you; or a third party unconnected with the provision of the travel arrangements and where the failure is unforeseeable or unavoidable; or unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or an event which we or our suppliers, even with all due care, could not foresee or forestall.

Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of twice the cost of the affected person's travel arrangements. Our liability will also be limited in accordance with and/or in an identical manner to (a) The contractual terms of the companies that provide the transportation for your travel arrangements. These terms are incorporated into this contract; and (b) Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions.

You can ask for copies of the transport companies' contractual terms, or the international conventions from our offices. Under EU law (Regulation 261/2004) you have rights in some circumstances to refunds and/or compensation from your 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. However reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in these conditions. If any payments to you are due from us, any payment from the airline will be deducted from this amount. 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.

Prompt Assistance in Resort

If the contract we have with you is not performed or is improperly performed as a result of failures attributable to a third party unconnected with the provision of the services, or as a result of failures due to unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which we or our suppliers, even with all due care, could not foresee or forestall, and you suffer an injury or other material loss, we will offer such prompt assistance as is reasonable in the circumstances.

Excursions

Excursions or other tours that you may choose to book or pay for whilst on holiday are not part of your package holiday provided by us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

Immigration Requirements

Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility if you cannot travel; because you have not complied with passport, visa or immigration requirements.

Contract

Our contract with you shall be deemed to have been made at the office of: Back2Mauritius Ltd, 54 Chase Side, London, N14 5PA and shall be governed by English Law and the exclusive jurisdiction of the English Courts.

Brochure

This brochure is our responsibility, as your tour operator. It is not issued on behalf of, and does not commit the airlines mentioned herein or any airline whose services are used in the course of your travel arrangements.