



TERMS AND CONDITIONS

Valid from January 2020

1 When you make a booking with 2:09 Events Ltd you must complete a booking form with all of the travel arrangements required and forward it with the required travel deposit plus any event entry fees, tuition/training fees or insurance. You must sign the booking form accepting on behalf of all your party the terms of these booking conditions and pay deposits and race entries as outlined in the selling brochure.

Non-standard tour arrangements such as those that may involve the issuing of an airline ticket at the time of purchase are subject to full payment at the time of booking.

2 The price of your holiday is that shown on your confirmation/invoice and may vary from the price shown in any brochures or websites. In most cases we hold guaranteed group price for services, however some tour arrangements are not fixed to allow flexibility, and increases in fares or other costs may vary if demand with the supplier is high.

Any variation in the advertised price will be indicated at the time of booking. Once agreed and a confirmation/invoice issued there will not be any change to the prices except for government imposed increases in taxes or fuel supplements imposed by transport providers.

3 The balance of the price of your holiday must be paid at least 10 weeks before the departure date from the UK and will be shown on your confirmation/invoice. If the balance is not paid in time we reserve the right to cancel your holiday, retain your deposit and race entry fees and apply cancellation charges set out below.

4 If, after our confirmation has been issued, you wish to make changes to the arrangements, we will do our utmost to make the changes, provided that notification is received in writing at our offices from the person who signed the booking form, or from their travel agent, at least 10 weeks before departure.

In addition to any charges levied by the airlines, hotels or other suppliers an administration charge of £30 will be levied by 2:09 Events Ltd to cover our costs in making any changes and for re-issuing your invoice.

Any alteration by you within 10 weeks of departure and any such request for an alteration will be treated as a cancellation of the original booking and will be subject to the cancellation charges set out below. Certain travel arrangements and airline tickets once issued are non-changeable and non-transferable and therefore cannot be changed, any alteration requests will incur a 100% cancellation charge and new arrangements or tickets will be charged at the fares applicable at the time of your request.

5 You, or any member of your party, may cancel their holiday at any time providing that the cancellation is made by the person signing the booking form and is communicated to us in writing directly or via the travel agent with whom the booking was made. As this incurs administrative costs, we will retain your deposit, Insurance premiums and race entry fees. If the number of persons booked changes, the holiday costs will be recalculated on the basis of the amended party size and you will need to pay any difference in the holiday price. Our ability to recover payments made to suppliers for travel arrangements on your behalf will be reduced the closer to the departure date your cancellation is received. A sliding scale of charges reflects the risk to

2:09 Events Ltd. and will be applied to your cancellation invoice as follows:

More than 56 days: Deposit only

56-29 days: 50% of tour costs plus race entry fees (or deposit, whichever is greater)

28-15 days: 70% of tour costs plus race entry fees

14-8 days: 90% of tour costs plus race entry fees

Less than 8 days: 100% of tour costs plus race entry fees

6 We strongly recommend that all travellers take out Travel Insurance. If the reason for cancellation is covered under the terms of an insurance policy, you may be able to reclaim these charges less any excess amounts indicated in the Insurance policy.

7 If you have a problem during your holiday, please inform our representative/agent/hotel reception, who will endeavour to put things right quickly. If your complaint cannot be resolved locally, your representative/agent/hotel reception will ask you to complete a report, the original of which is for you and a copy will be forwarded to our head office. Please follow this up within 28 days of your return home in writing.

8 It is unlikely we will have to make any changes to your holiday, but we do plan the arrangements many months in advance. Occasionally changes may be made, which we reserve the right to do at any time. Most of these changes are minor. However if a major change becomes necessary, we will inform you or your travel agent as soon as reasonably possible if there is time before departure. When a major change occurs, provided it does not arise from circumstances amounting to force majeure as set out below, you will have the choice of either accepting the change of arrangements, purchasing another available holiday from us or cancelling your holiday and receiving a full refund.

In all cases we will pay compensation as detailed below:
Informed more than 56 days before departure: Nil
55-15 days before departure: £10 per fare paying passenger
Less than 14 days before departure: £25 per fare paying passenger

9 Compensation will not be payable if we are forced to cancel, or in any way change your holiday due to war, threat of war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire or adverse weather conditions or other circumstances amounting to force majeure.

In the unlikely event of the cancellation/postponement of sporting events for whatever reason, 2:09 Events Ltd cannot be held responsible in any way for any monetary loss, inconvenience or any other circumstances outside of our control, including non-refundable events fees.

10 Some events require a minimum number of participants to operate and we reserve the right to cancel a tour if the event does not reach the required numbers. However, in no case will we cancel your holiday less than 2 weeks before the final balance date. In circumstances where we are unable to provide the holiday booked we will return to you all monies paid, or offer you an alternative holiday of comparable standard and if a cancellation occurs within 8 weeks of departure, compensation on the same scale to that shown item 8 above.

We accept responsibility to ensure the holiday which you booked with us is supplied as described in this brochure

and the services offered reach a reasonable standard. If any part is not provided as promised, we will pay you appropriate compensation if this has affected the enjoyment of your holiday.

We accept responsibility for the acts and / or omissions of our employees, agents and suppliers save where they lead to death, injury or illness. Our liability in all cases shall be limited to a maximum of twice the value of the original holiday cost. This limit does not apply to injury, death or illness.

(i) We accept responsibility for death, injury or illness caused by the negligent acts and/or omissions of our employees or agents together with our suppliers and sub-contractors, servants and/or agents of the same whilst acting within the scope of, or in the course of their employment in the provision of your holiday. We will accordingly pay to our clients such damages as might have been awarded in such circumstances under English Law.

(ii) In respect of carriage by air, sea and rail and the provision of accommodation our liability in all cases will be limited in the manner provided by the relevant international convention.

11 If any client suffers death, illness or injury whilst overseas arising out of an activity which does not form part of the foreign inclusive holiday arrangements or excursion arranged through us, we shall, at our discretion offer advice, guidance and assistance to help you in resolving any claim you may have against a third party, providing we are advised of the incident within 90 days of the occurrence. Where legal actions is contemplated our authority must be obtained prior to commencement of proceedings and be subject to your undertaking to assign any costs recovered or any benefits received under an appropriate insurance policy to ourselves.

12 When you travel with a carrier, the conditions of that carrier apply, some of which may limit liability. This brochure is the responsibility of the tour operator; it is not issued on behalf of, and does not commit the airlines mentioned therein or any airline whose services are used in the course of the tour.

13 This contract is made on the terms of these booking conditions which are governed by English Law and both parties shall submit to the jurisdiction of the English Courts at all times.

14 Descriptions in the 2:09 Events Ltd published brochures and websites are advised by us in good faith and every care is taken to ensure their accuracy. However, since the tours are prepared up to 12 months in advance, there may be occasions when an advertised facility or entertainment is not available during your own particular tour. 2:09 Events Ltd cannot be held responsible for the temporary withdrawal of facilities and activities due to maintenance, unstable weather conditions or lack of support. Similarly there may be occasion, especially during the low season, where certain advertised schedules, entertainment or amenities are changed, cancelled or curtailed. Further, the operation of certain amenities and facilities may be subject to local licensing laws or religious holiday. Government or local authority restrictions may also dictate that a hotel or apartment limits certain facilities e.g. air-conditioning or water supply, in the cause of conservation.