

# Conditions of Booking

**AS TRAVEL AND BOOKING AGENTS** we act as Agents for the Principals actually providing the relevant services, and shall not be liable for any act or default on the part of any such Principal or its Agents or Servants. As Agent for the Airline your contract will be subject to the Airlines' own terms and conditions, which could limit or exclude liability to you often in accordance with international conventions. The Airline's terms and conditions including fare rules will apply in addition to those set out here. You are responsible for complying with any airline conditions in relation to check-in times, reconfirmation of flights or other matters.

No contract will come into existence between us until we accept your booking and we receive your deposit or full payment in cleared funds. We reserve the right to refuse, at our sole discretion, any booking. All services are subject to availability.

All agreements are made and all tickets and other documents are issued on the basis of the following conditions:-

## 1. Reservation

On receipt of your request for a flight (via telephone or in person) and deposit, we will confirm your booking and from that point cancellation charges apply. Please note that a telephone booking confirmation is as firmly confirmed as if it were made/confirmed in writing at that time..

## 2. Fare

The Airlines reserve the right to increase fares at any time. In these circumstances the fare can be adjusted by the Agency prior to the date of departure. However, if the fare is paid in full it will not be subject to any changes unless otherwise stated in these conditions. The payment of a deposit secures your seat, subject to complying with the specified conditions of booking, not the fare. From time to time we are required to collect additional taxes. You will be informed of additional taxes prior to ticket issue.

## 3. Making a booking

If you make a booking you must provide us with all the information we require. You must also ensure that all information which you provide is accurate. The person making the booking becomes responsible to the Agency for the payment of the total price of the arrangements for all the passengers shown on the invoice/ booking form.

## 4. Payment

You must pay the balance/whole fare, with cleared funds, by the due date shown on the confirmation. Please note that for some telephone bookings full payment may be required IMMEDIATELY ie before you receive confirmation. If this applies you will be advised when the booking is made. **It is very important that you pay balances when due because failure to do so may lead to the cancellation of your flights and still leave you liable to the cancellation charges.** Where an extra 'booking charge' applies this will have been advised at the time of booking. Payments can be made by cash or all major debit and credit cards. We reserve the right to charge you in addition for any handling fees we incur in relation to bookings paid for by credit or charge cards. You will be advised of the relevant charges on request. We reserve the right to pass on any charges relating to card charge backs.

If any monies are paid into our account in excess of the amount requested or deposited after required payment time and require a refund it will be subject to a minimum admin fee of £25.00. If payment is made into our account the payee must advise us of the payment immediately, we accept no liability to track monies paid in.

The Agency reserves the right only to deliver confirmation invoice, receipt or other travel documents to your credit/debit card billing address. All postal address must be valid at the time of booking. Failure to supply the correct credit or debit card billing address information may result in the cancellation of your booking, delays to the issue of your tickets and may make the fare(s) subject to increase. Please ensure that the billing address details you give match those on your billing statement.

Further, in an effort to minimise the effects of credit/ debit card fraud, we reserve the right to carry out random checks, including checks of the electoral roll, and may request you to fax/email to us proof of your address and a copy of the credit/debit card and recent statement before issuing any tickets.

## 5. Deposit

No booking will be confirmed unless the required deposit has been received by the Agency. A separate deposit is required for every passenger. The deposit is for the specific person for the specific flight and date of travel and is strictly non-refundable and non-transferable.

## 6. Confirmation of Booking

If for any reason the flight requested is unavailable and flight tickets have not been issued, we reserve the right to cancel the booking and make a refund in full. Passengers, however, would be offered other flights as near to their requirements as possible.

## 7. Flights - Departure / Arrivals

All departure/arrival times on your flight described in your flight ticket are provided by the airlines concerned and are estimates only and form no part of the contract between the Agency and passengers. No liability whatsoever arising for any loss, damage or expense of any nature whatsoever and howsoever arising can be accepted by the Agency in the event of cancellations, delays or diversions, alterations and changes to flights or types of aircraft or other means of transport. Flights must be used in the order set out in your itinerary. Please note that where a sector of a flight itinerary is not utilised without contacting the carrier directly any remaining sectors may be subject to cancellation without further notification. Where this situation arises we are unable to accept any responsibility for any costs incurred. The Agency is not responsible for the costs of any transfers between airports or terminals that you may incur.

Please note that in relation to air fares there are additional terms specific to that fare. For example, tickets are normally non changeable and non-refundable. The recommended minimum check-in time for international flights is 4 hours prior to departure and 2 hours prior to departure for domestic flights.

## 8. Validity of Tickets

Return tickets are only valid for the dates and routings specified unless otherwise specifically authorised.

## 9. Changing your Arrangements

If you wish to change any arrangement for travel and providing we can accommodate the change, you will have to pay an Amendment Fee per person. These fees can vary greatly and you will be advised of the fee at the time of the requested change. Changes must be confirmed to us in writing.

## 10. Cancellation

Cancellation by the client:-

Notification of cancellation must be made in writing to the Agency in the appropriate time scale and you must confirm safe receipt by the Agency of this confirmation. If you cancel a ticket that is non-refundable, there will be no refund. If there is a refund due on a ticket it will be refunded minus the cancellation charge and refunds will be refunded 12 weeks after the requested date. An administration fee of £40 per ticket will be levied on any non-refundable ticket where a tax refund application is made by us at your request and on your behalf. Credit Card fees, booking fees, service and change fees are non-refundable in the event of a cancellation. Please note that if you do not turn up for your flight or fail to board the flight in time the Airline may cancel your ticket and there will be no refund. Cancellation by the Agency:-

The Agency may cancel, suspend or withdraw a booking at any time prior to the date when final payment of the whole fare is due in which case its liability will be limited to refunding all monies paid by each passenger. The Agency at anytime after the date when the final payment is due may cancel, suspend, alter or withdraw such bookings.

## 11. Reconfirming return/ onward flights

You must telephone the Agency or the Airline at least 72 hours before the departure time shown on your ticket to confirm that there have been no changes. This applies to outbound and return flights. The Agency will not be liable for any additional costs due to your failure to reconfirm flights. Reconfirming your flight at least 72 hours before departure is a minimum requirement.

## 12. Document Dispatch

The address for all documentation will be given at the time of booking. If you require the Agency to post your ticket to you, you will be liable for any loss/delay of ticket. The ticket can be posted by special delivery, but you will be liable for the extra cost. The Agency relies on the information that you provide as being accurate and therefore cannot be held responsible if your confirmation invoice and receipt does not arrive by post. You must notify us immediately if you change your email or postal address or contact number. In addition please check that the name on your passport matches the name on your ticket and/or booking confirmation.

## 13. Passports, Visa and Health Requirements

You are responsible for checking the above items. Passport and Visa - You must consult the relevant Embassy or Consulate for this information. Requirements may change and you should check for an up to date position in good time before departure. The Agency cannot accept any liability if you are refused entry onto the flight or into any country due to a failure on your part to carry the correct passport, visa or other documents required by the airline, authority or country. Health - Recommended inoculations for travel may change at any time and you should consult your doctor on current recommendations before you depart. It is your responsibility to ensure that you obtain all recommended inoculations, take all recommended medication and follow medical advice in relation to your trip.

## 14. Force Majeure

The Agency shall not be liable for any failure in the course of this Agreement if the same shall arise out of a force majeure event. This shall include without limitation government intervention, wars, civil commotion, hijacking, fire flood, accident, storm, strikes, lockouts, terrorist attacks, or industrial action affecting this Agency.

## 15. Insurance

You are strongly recommended to take out travel insurance. It is further recommended to read any terms of insurance selected to ensure that it meets your requirements and fitness of cover. The Agency will be pleased to quote you for insurance on request. Should insurance be declined the Agency will not be held responsible.

## 16. ATOL

When you buy an ATOL protected flight from the Agency you will receive a confirmation certificate from us confirming your arrangements and your protection. Our ATOL number is 84128. 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 to the Agency for an advance booking. For further information visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk). The flight bookings made by the Agency are ATOL protected, except when tickets for scheduled flights are sent to you within 24 hours of payment being accepted, or where your payment is made direct to the airlines. If your booking is ATOL protected, this will be clearly stated in your confirmation invoice/ email.

## 17. Your Obligations

You agree to be bound by the following obligations, including without limitation:- You accept financial responsibility for all transactions made under your name or account. You must be 18 years of age or over and have legal capacity. You warrant that all information you provide about yourself or members of your household shall be true and accurate. The Agency reserves the right not to serve you if you are rude to our staff members. Rude, abusive, threatening behaviour or racist remarks will not be tolerated.

## 18. Conditions of Carriage and Liability

All arrangements and other services that are made by the Agency are made on the express understanding that the agency act as booking agent only for the principal providing such services and as such are subject to the usual conditions of contract of those persons who provide services for the passenger. The Agency (or its servants) shall not be liable for any loss, damage or injury, accident, delay or inconvenience caused or suffered by any passenger or his property howsoever arising to the extent that the Agency is liable itself at law for negligence or breach of these conditions.

*Please remember that the person making the booking accepts ALL the booking conditions and is liable for any amendment fees, late payments or cancellation charges that arise on behalf of ALL passengers in their party. In addition they are also responsible for checking this and all future documentation and for advising us immediately if anything is missing or incorrect. The details provided to the passenger in any documentation are given in good faith based on information from the Principal at the time of booking. Should it transpire that any details differ you will be advised immediately.*