



## General Terms & Conditions

This is the user agreement which governs your use of this website or, if relevant, one of our other distribution channels (the "**Channels**") and the purchase by you of the services and products we provide. Each Channel is owned and operated by Online Travel Limited ("**we**", "**us**"), a member of the lastminute.com plc group. However not all of the products or services we provide are supplied by us, therefore the contract for the product and/or service will be between you and that third party.

**General Section** - please note that this section relates generally to your use of any Channel and to all products purchased.

Please take time to read these terms and conditions it is important for both of us that you understand our contractual relationship relating to your use of the Channels. We will not allow you to purchase any products from any of the Channels unless you have confirmed that you have read these terms.

Except for the sale of a very small number of products our Channels operate to an agency model. This means that we act as a disclosed agent for third party suppliers, such as a tour operator or hotel. What this means is that the contract for the product is between you and the supplier. In most cases this will mean that there are additional terms and conditions governing the contract as each supplier will have terms and conditions relating to that product. Please make sure that you have read these terms and conditions before completing your transaction with us. You can easily request them from our Customer Services by using one of the methods detailed at the end of these terms. Where we act as agent this will mean that we have no contractual liability to you in respect of that product. However, we may still be liable to you if we have been negligent, we have misrepresented important information or have been in breach of any other relevant law. On the other hand, for some products, we act as principal. This means that the contract for the product is between you and us. Don't worry we will let you know where we act as principal and where we act as agent.

All products sold through Online Travel's Channels are not an offer by Online Travel to sell any product, but an invitation to you to make an offer to our suppliers. We are free to accept that offer on behalf of those suppliers or to reject it. Your contract with the relevant supplier begins when we verbally advise you of your booking reference. If you make your booking online, we will send you an order acknowledgment email confirming our receipt of your order. We will then telephone you within 24 hours to confirm the booking and to advise you of your booking reference. The method of concluding a contract will be made clear on the relevant Channel.

Because the contract for the product is between you and the supplier any queries or concerns relating to the product should be addressed to them. You will see the name and address, plus contact details, for most suppliers on the website for each product and for all suppliers in any confirmatory email or invoice we send you. We will of course assist you with this if you wish - please contact Customer Services.

Where your contract is not with Online Travel but with a third party supplier such as a tour operator or hotel, Online Travel may pass your credit card (or details of any other payment method allowed) and any other essential booking details to that third party. The placing of an order for any goods and services by you will constitute consent to us passing on such details.



Please make sure that you have read and understood all information on the Channels relating to the product you are purchasing, it is your responsibility to make sure you have done so.

You undertake to us that the details you give to us while using the Channels are correct in particular that the credit or debit card you are using is your own and that there are sufficient funds to cover the cost of the product or service.

We won't send you emails which you do not want but we can't guarantee that third parties to whom your details are sent won't do so.

Our Channels will not stop you from making impossible bookings such as two flights to the same place at the same time or a flight to one place and hotel accommodation in another at the same time. If you make that kind of booking we won't give you a refund.

We will do our best to correct errors and omissions as quickly as practicable after being notified of them. However because of the sophisticated technology that is required in operating the Channels there may be times when obvious errors occur. For example, very occasionally, this may result in a price, product or service or other detail displayed or presented on a Channel being incorrect. In this case we reserve the right to cancel that contract, but this of course will be without any liability to you.

Online Travel does not make any warranty that the website is free from infection by viruses or anything else that has contaminating or destructive properties.

**Specific Terms** - Please note these terms only relate to the purchase of the specific products to which they relate. Please note if there is a conflict or ambiguity between these Special Terms and the General Terms the Special Terms shall prevail:

Click below for Terms and Conditions relating to:

**A Data Protection and Privacy**

**B Flights.**

- |    |                          |                |
|----|--------------------------|----------------|
| 1. | <b>Regular</b>           | <b>Flights</b> |
| 2. | <b>Charter</b>           | <b>Flights</b> |
| 3. | <b>No Frills Flights</b> |                |

**C Holidays and other travel related products ("Holiday Products")**

**D Hotels**

**E Car Hire and Airport Car Parking**

**F Other Miscellaneous Section**

**A. Data Protection and Privacy Policy for Online Travel Limited including onlinetravel.com**



Please find below our privacy policy for the Online Travel website which shall be deemed to be incorporated into these terms and conditions. We are Online Travel Limited and our registered address is Victoria Gate, Chobham Road, Woking, Surrey, GU21 6JD. Online Travel takes the privacy of its customers' data very seriously. Please read the following policy to understand how we will treat your personal data after it has been collected by us through your use of one of our distribution channels. Those distribution channels will include our website and other channels as they evolve. If this policy changes then we will let you know via our homepage but we assure you that we only use your data as specified here and for our legitimate business reasons.

### **When do we collect data?**

We can collect data on you from a variety of different sources these include.

1. When you purchase products or services from us.
2. When you speak to our customer services personnel

In either of the above cases the data we collect could be personal data.

### **What do we do with your personal information?**

When you buy anything from Online Travel or give us any personal data as indicated above, we may need to collect information about you to process the transaction, fulfil your order and provide you with the services you expect then and in the future. This information may include, but is not limited to, details such as your name, your address, your phone number and your credit card details.

Unless we have your express consent we will only disclose personal data to third parties if this is required for the purpose of completing your transaction with us. This is of course subject to the proviso that we may disclose your data to certain permitted third parties, such as members of our own group, our own professional advisers who are bound by confidentiality codes, and when we are legally obliged to disclose your data.

Online Travel retains and uses your personal information to provide you with the best remote commerce experience by providing you with a personalised service and to give you details of offers which we think will be of interest to you. We may also use the information to process any transactions you undertake with us and for internal administration and analysis. For quality assurance and training reasons we record most of the calls you make to us.

We do not sell, rent or trade your personal information to third parties for marketing purposes without your express consent.

For any of the above purposes we may send your information internationally including to countries outside the EEA. Some of these jurisdictions offer differing levels of protection of personal information, not all of which may be as high as the UK.

### **Data**

In the UK we operate and are registered in accordance with applicable data protection legislation.



## **Consent**

By disclosing your personal information to us using this website or over the telephone, you consent to the collection, storage and processing of your personal information by Online Travel in the manner set out in this Privacy Policy. Some information and emails sent to Online Travel may be used as testimonials but no email address or contact details will be displayed.

## **Change/Modify Details**

If you need to modify or change your personal details after you have made a purchase on the website or otherwise please contact us as soon as possible.

## **Contact**

If you have any questions or concerns about the information we hold about you, you can also contact us

## **B. Flights**

### **(i) Regular Flights**

When you purchase a flight from Online Travel, we act as agent for and on behalf of flight ticket suppliers. Your contract for the flight tickets will be with the relevant flight ticket supplier. Flight bookings made through Online Travel are bonded by the relevant flight tickets supplier under that suppliers own Air Travel Organisers Licence (ATOL). We will advise you who the supplier is at the time of booking and all invoices will detail the supplier's ATOL number.

Please remember that, generally, the more flexible the ticket the more expensive it is likely to be and you need to take various points into consideration before deciding between the fares on offer.

### **Contract**

Any booking made or order placed by you, whether through the Online Travel website or otherwise, shall be deemed an offer by you to purchase the relevant items subject to these booking conditions. Note that Online Travel Limited is selling the flight tickets as agents for the flight ticket suppliers, which means the contract for provision of the flight tickets will be between you and the flight tickets supplier. Of course, the contract for the flight product will be between you and the airline.

Please note that for each ticket there are additional terms which are specific to that fare. They may, for example, state that the ticket is non-cancellable or non-refundable, and have other information relating to itinerary and refunds. You must read the FLIGHT RULES for each ticket. You can find the relevant FLIGHT RULES on the Online Travel website when you progress through the purchase path. Or if you make your booking by telephone, you will be advised of the relevant flight rules at the time of making your booking.

You are responsible for complying with any airline's terms in relation to check-in times, reconfirmation of flights or other matters. In relation to flight tickets, you are required to use all flight coupons in order of sequence. If this requirement is not met the airline may void the ticket.



A contract arises between you and the airline when we verbally advise you of your flight booking reference.

### **Fares**

All fares are quoted exclusive of taxes, plus the tax amount and then a total. These are added together to form your final quotation. Fares are subject to change without prior notice and are only guaranteed when following confirmation of the contract.

### **Tickets**

Flight tickets will be sent to you via first class post 7 to 14 days before departure. If it is not possible to get your flight tickets to you (eg because your travel date is imminent) your flight ticket supplier may insist that you have an "e-ticket" generated or a "Ticket on Departure". This means that you will have to pick up your ticket at your point of departure. Don't worry, we will make sure you know exactly where to pick up your tickets.

### **Flight Reconfirmation**

All onward and return flights must be reconfirmed with the relevant airlines at least 72 hours prior to the commencement of that leg of the journey. Online Travel accepts no responsibility for bookings cancelled due to non-compliance with rules set by that particular airline. Online Travel also take no responsibility for any flight rescheduling en route.

In the event of a schedule change it is not always necessary to have your tickets revalidated, however in the event that this is necessary we will inform you in due course and the flight tickets supplier will issue new tickets for your to use on your onward journey.

### **Passports/Visas/Health Requirements**

Online Travel is very happy to inform you of current documentation requirements if you so require. It is incumbent upon you to ensure that you meet the passport, visa, health requirements of the countries you wish to visit and those that you transit (even if it is for a plane change). Many countries require that your passport should be valid for a period of (a minimum) six months from the date of arrival into that country. Online Travel will not accept any responsibility if you should be denied boarding or deported due to non-fulfilment of the above.

### **Insurance**

Online Travel strongly urges you to carry appropriate travel insurance to cover you for cancellation, health, baggage etc.

### **Airline regulations/conditions of carriage**

Please note that in all transactions your flight ticket supplier acts as agent of the airline you have chosen to book on. Please read your ticket wallet for the airlines' conditions of carriage.

### **Cancellation / Amendments**



If you need to change or cancel your travel plans, it is your responsibility to notify Online Travel in writing of such request. Some tickets are non-refundable, but can be applied (for a limited time) toward future travel, less any applicable penalties. Some tickets do not allow changes.

Online Travel applies an administration fee of £45 per person for any modifications, changes or cancellations to fares. This will be regardless of the price or face value of the fare and will be in addition to any administration fees imposed by the relevant flight ticket supplier.

In addition to Online Travel or the flight ticket supplier's charges, most airlines also have a penalty or cancellation fee for any changes or cancellations to fares. Please ensure you read the FLIGHT RULES for the fare selected as airline charges are notified in those rules depending on whether you wish to cancel or change your flight. If you are holding a booking for which a ticket has been arranged and you do not notify us in writing of your desire to cancel, this will be treated as a "no show" and could result in you losing all that you paid.

### **Refunds**

If you want to cancel your journey it is important that you notify us in writing with utmost urgency. This enables us to cancel your reservation with the airline. If you already have your ticket please submit it to us. Tickets must be sent to:

Ticketing Cancellations and Refunds department

Online  
Victoria  
Chobham  
Woking  
SURREY

Travel

Limited  
Gate  
Road

GU21 6JD

On receipt of the ticket we will send you an acknowledgement that we have received it. We will forward your tickets to the relevant flight ticket supplier for their consideration of a refund.

### **Lost Tickets**

If you lose your tickets, it may be possible for the flight tickets supplier to re-issue them for a fee. The amount payable will depend on the circumstances of the loss and how close to the travel date you discover it. However, not all tickets can be re-issued; which is another good reason for ensuring you have sufficient insurance cover. Lost tickets which cannot be re-issued are refunded at the sole discretion of the airline, these refunds can take up to one year to be authorized.

### **Liability**

As Online Travel acts as agent on behalf of the flight ticket supplier this will mean that it will have no contractual liability to you in respect of the issuing of the flight ticket or flight product. However, it may still be liable to you if it has been negligent, if it has misrepresented important information or if it has been in breach of any other relevant law.



### **Unreasonable behaviour**

If in the reasonable opinion of a person acting in authority you are not fit to travel, he or she may refuse to let you board the aircraft. Normally this happens if such person thinks you are likely to disturb or harm other passengers. In this case your contract with Online Travel will end immediately and we will no longer be responsible for you.

### **(ii) Charter Flights**

In the sale of charter flights Online Travel (part of the lastminute.com plc group) acts as agent for various third party suppliers. The contract for the charter flight will be between you and the relevant supplier and you will be subject to their terms and conditions which are available on request.

In addition as we incur cost in administrating cancellations and modifications, if you ask us to administer any relevant cancellation and/or amendment on your behalf we will charge an administration fee of £45. Please be aware that this fee will be in addition to any charge you may have to pay the supplier.

### **(iii) No Frills Flights**

Note: the service we provide for you in respect of the purchase of standalone (ie not part of a package holiday) no frills flights (eg from BMI Baby etc) is a different service than the service we provide for the sale of other airline tickets. These special terms apply to that service:

1. In the sale of stand alone no frills flights (eg from BMI Baby etc) we will search the relevant no frills database, and then, if you choose to buy, will purchase the flight seats on your behalf directly from the airline. When we have received a confirmation of your booking from the no frills airline, we will send you an invoice confirming the same.
2. If you have any query in respect of the flight, please contact our customer services who will approach the relevant airline on your behalf. We will, of course, use our best endeavours to ensure that all of your requests are complied with, however, if the no frills airline imposes any fee or charge on us to effect these changes, we reserve the right to pass on the charge to you.
3. You will be subject to the terms and conditions of the relevant no frills flights which will be deemed to be incorporated into this contract. They can be accessed from the relevant no frills website.

### **C. Package Holidays and other holiday related products ("Holiday Products") and package holidays which you package yourself**

When you purchase a pre-packaged holiday please remember that, in addition to these terms, you will be subject to the terms and conditions of the third party supplier, such a supplier could include a tour operator or an airline. Please contact our Customer Services who will be able to provide those terms and conditions to you.

Where the supplier of the Holiday Product allows you to cancel or modify a Holiday Product or service you must contact Online Travel in writing of such a request. Unless we receive such a written request Online Travel will be unable to effect that request. Please note that because the



contract for the Holiday Product is between you and the supplier, Online Travel has no discretion in deciding whether the Holiday Product can be cancelled or modified.

Any visa, passport and inoculation requirements are your responsibility and failure to obtain the relevant documentation is not the responsibility of Online Travel.

Please note, some of our Holiday Products are sold "subject to availability" what this means is that we do not confirm your order immediately (your first confirmation e-mail will just be an acknowledgment of order) but we will pass your details onto our suppliers who will check to see if the Holiday Product is available, if it is they will book it for you, if its not they will revert to you directly.

If it is not possible to get tickets for Holiday Products to you (eg because your travel date is imminent) the supplier may insist that you have an "e-ticket" generated or a "Ticket on Departure". This means that you will have to pick up your ticket at your point of departure. Don't worry, we will make sure you know exactly where to pick up your tickets.

When you create your own package holiday on the Online Travel website (for example when you package together two or more of a flight, hotel, car hire and/or a tour or excursion) or ask Online Travel to package a bespoke holiday on your behalf your contract for the package holiday product will be with Online Travel Limited. Online Travel Limited holds an Air Travel Organiser's Licence (ATOL 2909) for your financial security and is a member of ABTA (D3734). The terms and conditions which govern that contract can be found during the purchase path for such a dynamically packaged holiday and are available on request.

#### **D. Hotels**

When you purchase hotel accommodation through Online Travel, your contract will be with the Hotel. Online Travel acts as agent for Med Hotels Limited who in turn act as agent for and on behalf of the hotel.

#### **Hotel Cancellations / Amendments**

In the event that you would like to cancel or amend your hotel booking, it is your responsibility to notify Online Travel verbally or in writing at least 48 hours prior to arrival date.

Online Travel applies an administration charge fee of £20 per booking for any modifications, changes or cancellations to your reservation. This will be regardless of price of your reservation.

In addition to the Online Travel charges, Med Hotels Limited may also have a penalty or cancellation fee for any changes or cancellations to reservations. Customer Services will advise you if you decide to proceed with the changes.

All hotel discounts advertised are based on the discounts from the full "rack rate" including VAT and are correct at the time the offers are first advertised on any Channel. However, please note that some hotels in other countries may also charge local or other taxes, which may not be included in the offer.

"Rack rate" is the rate published by a hotel which is the maximum it will charge for any room.



If you wish to cancel your hotel room, please contact us. In the event of cancellation for whatever reason you shall be liable to pay Online Travel an administration fee of £20. This will be in addition to any cancellation charge the hotel may impose.

Prices stated are on per room, per night basis and include VAT unless otherwise stated.

Please be aware that the hotel room photos are only a depiction of the type of rooms on offer and may not represent the actual room described.

Unless otherwise stated, breakfast, lunch and dinner are not included.

Star ratings may differ according to the country where the hotel is located and are out of the control of Online Travel. Therefore Online Travel cannot be held responsible for any misconceptions relating to star ratings.

Please note foreign hotel room advertisements displayed on the UK website of Online Travel may have room rates identified in both GBP sterling as well as the local currency, or any other currency as requested by the specific hotel supplier. Unless stated otherwise, at the time of final payment, the room rate you will be charged by the hotel shall be as expressed in the local currency (or in any other currency as determined by the hotel) and not in GBP sterling. Please be aware any subsequent conversion of the local currency to GBP sterling by the hotel on your behalf may differ from the GBP sterling room rate advertised on the UK website of Online Travel.

#### **E. Car Hire and Airport Car Parking**

Car Hire reservation services are provided by Holiday Autos (UK & Ireland) Limited, a member of the lastminute.com plc group. Their terms and conditions are available on request.

Please note that the service of providing reservations for airport car parking is provided to you by our partner BCP Limited ("BCP") a member of the British Car Parking Association.

Your contract for the car parking service is therefore between you and BCP on their terms and conditions which are available on request.

#### **F. Miscellaneous**

You accept financial responsibility for all transactions made under your name or account.

In order to make a purchase you must be over 18 years old and have the legal capacity to make the transaction.

You must make sure that all the information you provide to us is true and accurate.

Failure to supply the correct credit or debit card billing address information and/or cardholder details may result in delays to the issue of your tickets and may make the fare(s) subject to increase. Please ensure that the details you give match those on your credit card billing statement. We also reserve the right to cancel tickets after issue if payment is declined or incorrect cardholder details and billing information have been supplied.



This user agreement is between you and Online Travel and is governed by the laws of England and Wales.

If you wish to contact us on any issue detailed in these terms you may do so by contacting our customer services by any of the following methods:

1. by writing into our Customer Relations Department on Customer Relations Department at Online Travel, Victoria Gate, Chobham Road, Woking, SURREY, GU21 6JD;

2. by calling us on 0800 197 1967

In order for us to assist with your query as quickly as possible, please make sure that you have your order number before you call us. In most cases we can only discuss order information with the person who made the booking, or one of the passengers named on a booking.

The information data and material ("Information") contained in this web site ("Web Site") has been prepared solely for the purpose of providing information about Online Travel Limited, its subsidiaries and group partners and the services that they offer.

We try to ensure that information contained on this Web site is accurate and up to date. However, you should always verify the information before acting on it, by calling our Telesales Department on 0800 197 1967.

All holidays sold by Online Travel Limited are sold subject to both our booking conditions and the tour operators booking conditions, which should be read before making an online booking.

## **1. Content and Subscriber Submissions**

**1.1** The contents of the Web Site are intended for your personal non-commercial use. All materials published on this Web Site (including, but not limited to articles, features, photographs, images, illustrations, audio clips and video clips, also known as the "Content") are protected by copyright, trademarks or other intellectual property rights and are owned or controlled by Gemstone Travel Limited, or the party credited as the provider of the Content. You shall abide by all additional copyright notices, information, or restrictions contained in any Content accessed through this Web Site.

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**1.3** You may however download or copy the Content and other downloadable items displayed on the Web Site subject to the following conditions:

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**1.3.4** Images, trademarks and brands displayed on this Web Site are protected by copyright and other intellectual property laws and may not be reproduced or appropriated in any manner without the written permission of their respective owner(s).

## **2. Access and Availability of Service and Links**

This Web Site contains links to other related World Wide Web Internet sites, resources and sponsors of this Web Site. Since Gemstone Travel Limited is not responsible for the availability of these outside resources, or their contents, you should direct any concerns regarding any external link to the site administrator or Webmaster of such site.

## **3. Conditions of Carriage**

The carriage of passengers, baggage and cargo by air is subject to the Conditions of Carriage and regulations of the carrier concerned. Please contact that carrier for further details of their Conditions of Carriage. Other services and products described in this Web Site may well be subject to terms and conditions, details of which may be obtained from Gemstone Travel or their service provider (as applicable).

## **4. Changes to Terms and Conditions**

Gemstone Travel Limited may from time to time change, alter, adapt, add or remove portions of these Terms and Conditions but if it does so it will post any such changes on this Web Site.

## **5. Changes to Web Site**

Gemstone Travel Limited may also change, suspend or discontinue any aspect of the Web Site, including the availability of any features, information, database or content or restrict your access to parts or all of the Web Site without notice or liability

## **6. No Warranties**

This publication is provided "as is" without any warranty (either express or implied) or implied term of any kind, including but not limited to any implied warranties or implied terms of satisfactory quality, fitness for a particular purpose or non-infringement. All such implied terms and warranties are hereby excluded.

## **7. Liability for Losses**

By accessing this Web Site you agree that Gemstone Travel Limited will not be liable for any direct, indirect or consequential loss arising from the use of the information and material contained in this Web Site or from your access of other material on the internet via web links from this Web Site.

## **8. Exclusions**

The exclusions and limitations contained in these Terms and Conditions apply only to the extent permitted by law.



## **Package Terms & Conditions**

### **Booking Conditions**

#### **1. Your Contract**

When booking travel arrangements with us, your contract will be with Online Travel Limited (“we”, “us”) which is a part of the lastminute.com plc group. Online Travel Limited holds an Air Travel Organisers License (ATOL 2909) and is a member of ABTA (D3734) for your financial security. When booking travel arrangements our contract with you begins when we send you a confirmation email confirming all booking details or, where you make your booking by telephone, when we verbally advise you of your booking reference. Once the contract is made we are responsible for providing the travel arrangements you have booked and you are responsible to us to pay for them. In parties of two or more people the person who makes the booking accepts responsibility for making payments to us for all members of the party.

#### **Consumer Protection**

All package Holiday bookings you make with us are ATOL Protected, since we hold an Air Travel Organiser's Licence granted by the Civil Aviation Authority. Our ATOL number is ATOL 2909. 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 us for an advance booking. For further information visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk).

#### **2. How to make a booking**

To secure a booking we require notice from you of your booking request. The booking will only be secured once we have confirmed the travel arrangements and we have received the correct deposit/payment from you.

#### **3. Payments**

For flight inclusive bookings taken more than 12 weeks before departure, we will require a deposit from you. The level of the deposit may vary but will be a minimum of £65.00. Some of our suppliers impose more stringent deposit and prepayment policies. You will be advised at the time of booking if your travel arrangements require additional payments. The balance of the cost of your travel arrangements must be paid at least 12 weeks before departure and if it is not paid by that point your booking and contract with us will be cancelled and we will retain deposits made for the booking. If you make a booking within 12 weeks of your departure date then you must pay the full cost at the time of booking. Some airlines require that flight tickets are issued immediately or shortly after booking. If a booking is made on such a fare, full payment for the flight element of the package will be required in accordance with these restrictions. You will be notified by a member of our reservations staff if you have booked such a fare.

#### **4. Additional Charges**

We reserve the right to change our prices at any time before you book. If we do you will be told of the revised price applicable to your booking before you commit yourself. As soon as you have paid full payment and your holiday arrangements have been confirmed we guarantee that from 30



days before your departure date that the price of your holiday will not be subject to any surcharges excepting for :-

- (i) variations in transportation costs, including the cost of fuel;
- (ii) variations in dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports; and that within 30 days of your departure date we guarantee that the price of your holiday will not be subject to any surcharges.

Should the above mentioned price variations be downward then the price of your holiday will be accordingly reduced and any refund due paid to you.

If the above price variations mean that the cost of your holiday goes up, we will absorb that cost and you will not be charged for any increase equal to or up to 2% on your holiday price. You will only have to pay the amount over and above that 2% of the holiday price. If the above price variations increase the price of your holiday by more than 10% you will be entitled to:

- i) take our offered substitute package of equivalent or superior quality if we are able to provide one;
- ii) take our offered substitute package of lower quality if we are able to provide one and accept a refund from us of the difference in price between the price of the package purchased and the substitute one offered; or
- iii) cancel your holiday with a full refund of all monies paid.

## **5. Changes by us to, or cancellation by us of, your travel arrangements**

It is very unlikely that we will have to make any changes to, or to cancel, your holiday. However, we do plan arrangements a long time in advance and we use the services of independent suppliers, such as hotels, airlines etc . . . , over whom we have no direct control. If it is the case that changes need to be made, or we need to cancel your arrangements, we reserve the right to do so at any time. Most of these changes are minor, and we do not pay compensation for minor changes, but whenever possible we will advise you. Any flight timings and carriers on our website are subject to change as a result of airline procedures and these details are given for guidance only. Final details will be shown on your tickets.

If a SIGNIFICANT CHANGE to your holiday occurs or becomes necessary, we will inform you as soon as possible if there is time before departure. When a SIGNIFICANT CHANGE occurs (such as a change of resort, hotel to a lower \* rating , change of UK departure airport (excluding London airports) or a change of flight time of more than 12 hours) or we have to cancel your arrangements, you will have the choice of:

- i) accepting the change of arrangements;
- ii) taking our offered substitute package of equivalent or superior quality if we are able to provide one;
- iii) taking our offered substitute package of lower quality if we are able to provide one and accept a refund from us of the difference in price between the price of the package purchased and the substitute one offered; or
- iv) cancelling your holiday with a full refund of all monies paid.

We will also pay appropriate compensation for SIGNIFICANT CHANGES or cancellation of travel arrangements unless the change to or cancellation of your arrangements occurs by reason of



unusual and unforeseeable circumstances beyond our control or that of our suppliers, the consequences of which could not have been avoided even if all due care had been exercised such as; war, a state of war, riot, fire, civil strife, industrial action, terrorist activity, natural or nuclear disaster, adverse weather conditions or other conditions amounting to force majeure. In these circumstances we will also not pay any resulting expenses or additional costs.

Where compensation is due, we will pay you the following amounts, unless you can prove a greater loss (where a greater compensation payment may be due):

<b>Time before your holiday begins when we tell you</b>	<b>Compensation per person</b>
<b>about a significant change</b>	
More than 56 days	Nil
35 - 56 days	£5
15 - 34 days	£10
14 days or less	£15

## **6. Changes by you to your travel arrangements**

If after we have sent you an invoice you wish to change any part of your travel arrangements, we will make every effort to help you do this, subject to availability and the type of ultimate product suppliers (airlines, car-hire companies, hotels etc), you have chosen and their cancellation/change charges details of which will be provided to you on request at any time including prior to booking. If you want to change any details regarding your flight reservation, airline rules mean that we may have to cancel your original flight and purchase a new one and you will be required to pay the full flight cost again. We will charge you an administration charge of £45.00 per change per booking, and you will be liable to pay the hotel, car-hire, airline or other ultimate product charges resulting from your changes. NB: Once Airline Tickets are issued, usually 28 days prior to departure, changes are not usually permitted. Changes after airline tickets are issued will usually result in a 100% cancellation charge.

## **7. Cancellation by you**

If you wish to cancel your travel arrangements for any other reason than for their being additional charges (see clause 4) or alterations (clause 5) we must be notified by you in writing. Cancellation will be deemed to occur on the day we receive your cancellation request so you may want to use recorded delivery. As this incurs administrative costs we will charge you an administration charge of £45.00 per person per booking or we will retain your deposit and insurance premium where applicable. You will be liable to pay the hotel, car-hire, airline or other charges levied on us as a result of your cancellation, in regard to which we will take all reasonable steps to ensure are kept to a minimum.

After ticket issue cancellation will result in a loss of 100% of total cost of all travel arrangements in most cases.

You will be advised of specific cancellation charges at the time of booking and copies of all suppliers terms and conditions relating to your booking are available on request at any time.



If you have taken out holiday insurance and the reason you are cancelling is covered by that insurance, you should be able to obtain payment of these cancellation charges (after deducting any part of the claim which the insurance company insists you pay) from your insurance company. You must pay the cancellation charges first. Please make sure you get written confirmation of your cancellation from us - this proves we have received your cancellation and you will need it to make a claim on your insurance.

## **8. The Company's Liability to you**

We accept liability for matters which arise as a result of our negligence and/or breach of our contractual duty to exercise care in making arrangements for you, including any acts or omissions by our employees or agents. We also accept liability for any negligent act or omission of our suppliers who may operate elements of your holiday arrangements, including any claim involving death, personal injury or illness. However, in respect of carriage by air, sea and rail the company limits its liability to the extent of the relevant international convention. You are subjected to the terms and conditions of the carriers concerned some of which exclude or limit liability in respect of death, injury, delay and loss or damage to baggage. It is also important to note that if delays, diversions or rescheduling or cancellation of your arrangements occurs by reason of unusual and unforeseeable circumstances beyond our control or that of our suppliers, the consequences of which could not have been avoided even if all due care had been exercised such as war, a state of war, riot, fire, civil strife, industrial action, terrorist activity, natural or nuclear disaster, adverse weather conditions or other conditions amounting to force majeure we will not be liable. In these circumstances we will also not pay any resulting expenses or additional costs.

## **9. Claims and Complaints**

If you have a complaint whilst on holiday you must tell the relevant supplier (e.g. hotel) or our agent immediately. Most problems can be solved on the spot but if after you return home you are still not satisfied you must write to our customer relations department in Woking on your return. It is unlikely that you will have a complaint that cannot be settled amicably between us, however, if this is not the case any dispute arising out of, or in connection with this contract, may (if you wish) be referred to Arbitration under a special scheme, which, though devised by arrangement with the [Association of British Travel Agents](#), is administered quite independently by the Chartered Institute of Arbitrators. The scheme provides for a simple and inexpensive method of arbitration on documents alone with restricted liability of the client in respect of costs. The scheme does not apply to claims for an amount greater than £5,000.00 per person or £15,000.00 per booking form or to claims which are solely or mainly in respect of physical injury or illness or the consequences of such injury or illness, although it does include claims with an element of injury or illness up to £1,000 on that element. Written notice requesting Arbitration must be made within 9 months after the scheduled date of return from holiday.

## **10. Website**

Every effort has been made to ensure the accuracy of descriptions and information. However, we are not always able to control all the components of the holiday arrangements and it is possible that an advertised facility may be withdrawn or changed, due to weather conditions, lack of demand or for maintenance, renovations etc...We will advise you if we become aware of a major change. We will make all reasonable efforts to inform you of any changes at any stage in your booking prior to travel. We will advise you if we become aware of a major change (eg a change of resort, hotel, or a change of flight time of more than 12 hours, and if any changes occur after you



have confirmed booking you should refer to clause 5 of these Terms and Conditions for the options available to you in these circumstances.

## 11. Passport/Visas/Health requirements

We can only advise of the requirements for British and Irish passport holders. All requirements should be checked with the relevant Embassy of the destination country. A valid 10-year passport is necessary for all our holidays. Some overseas countries have an immigration requirement that your passport is valid for a minimum period after you enter that country, typically 6 months. If your passport is in its final year of validity, we advise you confirm the requirements of the destination before making final travel plans. You should apply for a passport or to renew an expired passport at least four weeks before travelling.

The UK Passport Agency can provide further information at: [www.ukpa.gov.uk](http://www.ukpa.gov.uk)

Passports for children and young people:

Children not already included on a valid British passport will need to hold their own passport if they are to travel abroad. Children who were included on a passport before 5 October 1998 may continue to travel with the passport holder until:

\* The child reaches the age of 16;  
or\* The passport on which the child is included expires;  
or \* The passport on which the child is included is replaced or an amendment results in the issue of a new passport

**Names:** The name on the passport must match the name on the ticket, otherwise you may not be able to travel and insurance may be invalid. If, after booking a holiday but before travelling, any member of your party changes their name, e.g. as a result of getting married, we must be notified immediately so that we can make the necessary changes to your holiday documentation.

**Visas:** You should contact your Embassy for information and advice on the visa requirements of the countries you propose to visit. Please note: Passport and visa regulations can change and you should therefore check with the relevant embassy well in advance of travel, even if you have travelled to this destination before. It is your responsibility to be in possession of a valid passport and, if appropriate, a visa. It can often take some time to obtain a visa, so you are advised to apply in plenty of time. We accept no responsibility for customers who do not possess the correct documents.

**Health :**Health facilities, hygiene and disease risks vary worldwide. You should take health advice about your specific needs as early as possible. Sources of information include the Department of Health's free leaflet "Health Advice For Travellers", the [Department of Health's website](#), your GP or a specialist clinic. Please note that you are strongly advised against scuba diving for 24hrs before travelling by air. For the most up-to-date essential information on your choice of destination and to ensure you make the most of your trip abroad, we recommend you visit the Foreign Commonwealth Office (FCO) website at [www.fco.gov/uk/knowbeforeyougo](http://www.fco.gov/uk/knowbeforeyougo)

## 12. Insurance



You must in all cases take out adequate travel insurance through the company, the travel agent or other approved insurance supplier.

### **13. Unreasonable Behaviour**

If in the reasonable opinion of a person in authority including a pilot or captain you are not fit to travel, he or she may refuse to let you board the aircraft or train or ship. Normally this happens if such a person thinks you are likely to disturb or harm other passengers. In this case your contract with us will end immediately and we will no longer be responsible for you. In addition if your behaviour is such that an hoteliers reasonable opinion leads him or her to the view that they are unable to accommodate you, you may be asked to leave the hotel. In this instance no refund for lost nights accommodation will be made and the cost of any other accommodation or travel expenses will be absolutely your responsibility

We will also hold members of your party jointly and individually liable for any damage to the property, together with legal costs incurred in pursuing the claim. We can not be held responsible for the behaviour or actions of other individuals or guests who have no connection with your holiday arrangements or ourselves.

### **15. Choice of Law and Jurisdiction**

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 English Courts at all times unless the consumer chooses the jurisdiction of their domicile in Scotland or Northern Ireland