



FLEETWAY TRAVEL LTD BOOKING CONDITIONS

These Booking Conditions apply to all bookings made with Fleetway Travel Ltd and its associated trading names (including Phone&Fly, Luxury Holiday Collection and Exclusive Luxury Breaks), both directly either online through a website owned and operated by Fleetway (including www.fleetwaytravel.com and www.fleetway.com) and, all bookings made with Fleetway through third party deals websites, including but not limited to www.secretescapes.com and www.travelzoo.com, plus any other readers offers ("Third Party Websites").

Please note that for bookings relating to products advertised on Third Party Websites or the Fleetway website, full payment may be required at the time of booking and the booking is non-refundable and non-changeable and 100% CANCELLATION CHARGE WILL BE LEVIED in the event you choose to cancel the booking. This is due to the fact that we provide vastly discounted offers through Third Party Websites and as advertised on the Fleetway website, which we may only be able to purchase on a nonrefundable/changeable basis. Therefore any payment and changes/cancellation terms specified in the applicable deal/offer will apply to your booking and will take precedence over such a term in these Booking Conditions.

Fleetway Travel Ltd (hereinafter known as 'Fleetway', 'we', 'us', 'our' and whose offices are at 1 Connaught Place, London, W2 2ET), is a member of ABTA, holds an ATOL and has IATA accreditation. It is agreed by both parties that these Booking Conditions and any agreement to which apply are governed in all respects by English law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Courts of England and Wales only. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you live in those places and if you wish to do so.

All bookings you make are accepted subject to these Booking Conditions, our "Important and Useful Information" section, our Privacy Policy any other written information we brought to your attention before we confirmed your booking which all form the basis of your contract with Fleetway. Please read them carefully as they set out our respective rights and obligations. In these Booking Conditions references to "you" and "your" include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

No variations or alterations to these Booking Conditions shall be valid unless agreed by us in writing.

By making a booking, the first named person on the booking agrees on behalf of all persons named on the booking that:

1. He/she has read these Booking Conditions and has the authority to and does agree to be bound by them;
2. He/she consents to our use of information in accordance with our Privacy Policy;
3. He/she is over 18 years of age and resident in the United Kingdom and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services;
4. He/she accepts financial responsibility for payment of the booking on behalf of all persons named on the booking.

1. Booking & Paying for your Arrangements

Web Bookings:

The following clause applies to bookings made directly with Fleetway, on any website owned and operated by Fleetway (including www.fleetwaytravel.com and www.fleetway.com) and all bookings made on third party websites including but not limited to www.secretescapes.com, and www.travelzoo.com/uk, plus any other readers offers:

- i. A booking is made with Fleetway when a) you select your chosen arrangements and follow the necessary booking process online; and b) make the applicable payment; and c) we issue you with a booking confirmation. We reserve the right to return your payment and decline to issue a confirmation at our absolute discretion.
- ii. A binding contract will come into existence between you and Fleetway as soon as we have issued you with a booking confirmation that will confirm the details of your booking and will be sent to you by email.
- iii. If your confirmed arrangements include a flight, we (or if you booked via an authorised agent of ours, that agent) will issue you with an ATOL Certificate as well as a booking confirmation. Upon receipt, if you believe that any details on the ATOL Certificate or booking confirmation or any other document are wrong you must advise us immediately as changes can not be made later and it may harm your rights if we are not notified of any inaccuracies in any document within ten days of our sending it out (five days for tickets).

For non-web bookings - this clause applies to bookings made over the telephone or email, or otherwise not made through an online website:

- i. A booking is made with us when a) you tell us that you would like to accept our written or verbal quotation; b) you pay us a deposit (or full payment if you are booking within 12 weeks of departure or if full payment is required at the time of booking due to the terms of the deal); and c) we issue you with a booking confirmation. We reserve the right to return your deposit/full payment and decline to issue a confirmation at our absolute discretion.
- ii. A binding contract will come into existence between you and us as soon as we have issued you with a booking confirmation that will confirm the details of your booking and will be sent to you or your travel agent.



- iii. If your confirmed arrangements include a flight, we (or if you booked via an authorised agent of ours, that agent) will issue you with an ATOL Certificate as well as a booking confirmation. Upon receipt, if you believe that any details on the ATOL Certificate or booking confirmation or any other document are wrong you must advise us immediately as changes can not be made later and it may harm your rights if we are not notified of any inaccuracies in any document within ten days of our sending it out (five days for tickets).
- iv. If your booking is accepted more than twelve weeks before departure a deposit per person, specified at time of booking, as part payment of the total cost of your holiday is payable at the time of booking. Deposits and full payments should also include any non-refundable insurance premium payable. The balance is payable not less than twelve weeks before departure.
- v. If your booking is accepted, within twelve weeks of departure, full payment for your holiday is required immediately.
- vi. If we do not receive the deposit and/or the final payment by their due date we reserve the right to treat your booking as cancelled and levy the appropriate cancellation charges.
- vii. Please note that we are unable to send any reminder that final payment is due; cheques must be received in sufficient time to allow for clearance by the due date for payment; it is the responsibility of the party leader or card holder that payment is made by the due date. Credit or debit card payments can be made online using the 'Manage My Booking' facility at www.fleetwaytravel.com.
- viii. Any money paid to an authorised agent of ours in respect of a booking covered by our ATOL is held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust at all times, but subject to the agent's obligation to pay it to us for so long as we do not fail financially. If we do fail financially, any money held at that time by the agent or subsequently accepted from the consumer by the agent, is and continues to be held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us.

2. Financial Protection

We will do our utmost to make sure that all your travel and other arrangements made on your behalf with airlines and other carriers or other persons whose services you may require are made promptly and efficiently.

We are required to provide security for the monies that you pay for the packages organised by Fleetway. Where you book a flight-inclusive package holiday organised by Fleetway, we provide this security through the Civil Aviation Authority with our ATOL No 2748. Where your booking is protected by our ATOL, you will receive an ATOL Certificate from us. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. For further information, visit the ATOL website at www.atol.org.uk. The price of our flight inclusive arrangements includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices. Not all holiday or travel services offered and sold by us will be protected by the ATOL Scheme. ATOL protection extends primarily to Customers who book and pay in the United Kingdom.

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL Scheme (or your credit card issuer where applicable).

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

We provide financial security for holidays not including flights by way of a bond held with ABTA.

If you book arrangements other than a package holiday organised by us, your monies may not be financially protected. Please ask us for further details.



3. Errors & omissions

You must check thoroughly any documents sent to you and report any errors to us immediately. Charges arising out of the correction of any errors occurring as a result of incorrect information being supplied by you are the full responsibility of the customer, and not of Fleetway Travel. There may in addition (at our sole discretion) be an administration charge applicable (up to £25 per person) in addition to charges that may be levied by a supplier to correct any errors.

4. Bookings where we act as an agent

Occasionally, we sell other tour operator's package holidays acting as an agent on their behalf. For these bookings, your contract will always be with the tour operator organising your holiday (not Fleetway) and their booking conditions will apply to your booking – not ours. Furthermore, your booking will be protected by the tour operator's own ATOL (or other such financial protection arrangements), not Fleetway's ATOL. You will be advised of all bookings where we're acting as agent and the full name and address of the relevant tour operator will be noted on your confirmation invoice, and we will send you a copy of their booking conditions. You accept that for all bookings where we act as an agent, we have no liability for the provision of the services making up your booking or in the event anything goes wrong with your booking – such liability remains with the relevant tour operator at all times.

5. Single Components Bookings

When you book individual travel components such as 'flight only, accommodation only, car hire only, transfers only, or any other component, whether you book one or more, this will not create a package and The Package Travel, Package Holidays and Package Tour Regulations 1992 will not apply.

Our responsibility with reservations of single components is to make arrangements for the provision by the relevant suppliers (including air carrier, accommodation owner/supplier, car hire provider, transfers provider) of the components you book, but we do not have any responsibility for the operation of the component itself. We have no liability to you for any dissatisfaction, loss of enjoyment, loss, injury or damage which results from your use of the single component unless we have negligently failed to select a normally competent provider of the relevant component. Further, we have no liability, i) where the accommodation cannot be provided as booked due to circumstances beyond our control, ii) where you incur any loss or damage that could not have been foreseen at the time of your booking, iii) where you incur any loss or damage that relates to any business activity, iv) where any loss or damage relates to any services which do not form part of our contract with you.

6. Pricing

The price of your travel arrangements has been calculated using exchange rates quoted as the 'buy' rate on www.travelex.co.uk on the date of your booking confirmation.

IMPORTANT: Prices quoted on our website may vary from those quoted over the phone for the same package/product as they are constantly updated electronically. If you have to book with us over the phone, the price given to you then will be the one applicable and we will not accept any dispute over the difference between on line and phone prices.

We reserve the right to amend the price of unsold holidays at any time and correct errors in the prices of confirmed holidays.

The price of your confirmed holiday is subject at all times to variations in:

- (i) transportation costs, including the cost of fuel; or
- (ii) dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports;
or
- (iii) the exchange rates used to calculate your arrangements.

Such variations could include but are not limited to airline cost changes which are part of our contracts with airlines (and their agents), cruise ship operators and any other transport providers.

We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges and/or additional services or travel arrangements. You will be charged for the amount over and above that, plus an administration charge of £1.00 per person. If this means that you have to pay an increase of more than 10% of the price of your confirmed travel arrangements (excluding any insurance premiums, amendment charges and/or additional services or travel arrangements), you will have the option of accepting a change to another holiday if we are able to offer one (if this is of equivalent or higher quality you will have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid, except for any insurance premiums and any amendment charges and/or additional services or travel arrangements. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy.



Should the price of your holiday go down due to the changes mentioned above, by more than 2% of your confirmed holiday cost, then any refund due will be paid to you. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

There will be no change made to the price of your confirmed holiday within 30 days of your departure nor will refunds be paid during this period.

7. Amendments to confirmed bookings

For bookings accepted via any Third Party Website or the Fleetway website: once we have issued you with a confirmation invoice, your booking is non-changeable and non-refundable, no matter how far in advance of the departure date the booking is confirmed, and no matter how soon after the confirmation a cancellation request is received by Fleetway. As such, any changes would result in 100% cancellation of the holiday, and require the purchase of a new holiday. **However**, should you want to change the details of your booking, you must inform us in writing as soon as possible. This should be done by the first named person on the booking. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change without incurring 100% cancellation. Where we can meet a request, all changes will be subject to payment of an administration fee per change (levied by us), as set out in the table below, as well as any applicable rate changes or extra costs incurred by us or imposed by any of our suppliers. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible.

Guide to our amendment fees

Period before departure we receive details of change	Administration Fee for change of name only:	Administration fee for changes to the booking including (though not limited to): date; duration; destination; hotel; room type; flight time; and airport.	Administration fee for adding extras to the booking:
	Note1*	Note2**	Note3***
56 days or more	£75 per name change for each change	£75 per person for each change	£15 booking fee (applicable each time an extra, or group of extras, are added to the booking. Fee is also applicable to confirmed bookings via any Third Party Website)
7-55 days	£125 per name change for each change	£125 per person for each change	
Less than 7 days	100% cancellation charges apply	100% cancellation charges apply	

***Note1: Certain suppliers, and in particular airlines, will treat a name change as a cancellation and require a new booking to be made at the prevailing prices and administration charge.**

****Note2:** Certain arrangements, e.g. where flight tickets or accommodation with restrictions on refunds and amendments have already been purchased, may not allow name or other changes, including transfers of travel dates, after they have been confirmed, and any amendment or transfer could incur a cancellation charge of up to 100% and may demand a full re-purchase of the arrangements in question. In such cases you are liable for all applicable charges regardless of the notice period given to us. The supplier may charge an amendment/cancellation fee for any period prior to departure, in which case their fee is payable by you, in addition to the above administration fee payable to Fleetway.

Please note, should you alter all or any components of your original booking directly with a supplier, we will not be liable for any such changes and cannot be held responsible for the modifications or implications resulting from them.

*****Note3:** We strongly recommend booking all extras/ancillary requirements at the time of booking to ensure the best price and availability. Extras include, though not limited to - hold luggage; pre-bookable flight seats; inflight meals; car hire; and transfers to-and-from hotel/cruise (including upgrades to private transfers).

Transfer of Booking: If any member of your party is prevented from travelling, that person(s) may transfer their place to someone else (introduced by you and satisfying all the conditions applicable to the arrangements) providing we are notified not less than 56 days before departure and you pay an amendment fee of £15 per person transferring, meet all costs and charges incurred by us and/or incurred or imposed by any of our suppliers and the transferee agrees to these booking conditions and all other terms of the



contract between us. If you are unable to find a replacement, cancellation charges as set out will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

8. Our Cancellation Policy and Charges

For bookings advertised via Third Parties including Third Party Websites and through Reader Offers as well as those advertised through the Fleetway website: once we have issued you with a confirmation invoice, your booking is non-refundable, no matter how far in advance of the departure date the booking is confirmed, and no matter how soon after the confirmation a cancellation request is received by Fleetway. As such, any cancellation will result in the entire cost of the holiday being levied as a cancellation charge.

However, if you or any member of your party decides to cancel your confirmed booking it is essential that we receive written instructions from the party leader confirming this. Your notice of cancellation will only take effect when it is received in writing by us at our offices and will be effective from the date on which we receive it. We will endeavour, where possible, to limit the costs we incur when cancelling your arrangements, though you will have to pay the applicable cancellation charges up to the maximum shown below. The cancellation charge detailed is calculated on the basis of the total cost payable by the person(s) cancelling excluding insurance premiums and amendment charges which are not refundable in the event of the person(s) to whom they apply cancelling:

Period before departure we receive notice of cancellation	Cancellation charge*
More than 91 days	50% of holiday cost
42-90 days	70% of holiday cost
41-31 days	80% of holiday cost
30 days or less	100% of holiday cost

We will deduct the cancellation charge(s) from any monies you have already paid to us.

***Note:** Certain arrangements may not be amended after they have been confirmed and any alteration or cancellation could incur a cancellation charge of up to 100% of that part of the arrangements in addition to the charge above.

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

9. If we change or cancel

It is unlikely that we ever have to make changes or cancel holidays already booked, but carrier schedules and accommodation allocations are planned many months in advance and occasionally changes and cancellations have to be made. We reserve the right to make such changes and cancellations at any time.

Changes: Most changes are of a minor nature and we will advise you as soon as possible before your departure, however in cases where we have not been made aware, this will be done in resort, and no compensation will be offered. A minor change is any change which we do not consider significant. Examples of minor changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same or higher standard, changes of carriers.

Occasionally we may have to make a major change to your confirmed arrangements. Examples of "major changes" include the following, when made before departure:

- i. Change of UK departure airport except between:
 - a. The London airports: Gatwick, Heathrow, Luton, Stansted, London City and Southend
 - b. The South Coast airports: Southampton, Bournemouth and Exeter
 - c. The South Western airports: Cardiff and Bristol
 - d. The Midlands airports: Birmingham, East Midlands and Doncaster Sheffield
 - e. The Northern airports: Liverpool, Manchester and Leeds Bradford
 - f. The North Eastern airports: Newcastle and Teesside
 - g. The Scottish airports: Edinburgh, Glasgow, Prestwick and Aberdeen
- ii. Change of resort
- iii. Change of your time of departure or return by more than 12 hours
- iv. Change of Hotel rating to a lower grade or classification for the whole or a significant part of your time away.
- v. A significant change to your itinerary, missing out one or more destination entirely.

Cancellation: We will not cancel your travel arrangements less than 60 days before your departure date, except for reasons of *force majeure* or failure by you to pay the final balance. We may cancel your holiday before this date if, e.g., the minimum number of clients required for a particular travel arrangement is not reached.



If we have to make a major change or cancel, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of:

- i. (for major changes) accepting the changed arrangements;
- ii. having a refund of all monies paid; or
- iii. accepting an offer of alternative travel arrangements of comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value).

You must notify us of your choice within 7 days of our offer. If you fail to do so we will assume that you have chosen to accept the change or alternative booking arrangements.

Insurance: If we cancel or make a major change and you accept a refund, we will provide a full refund of your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse your policy.

Compensation: If we cancel or make a major change less than 60 days before departure, we will pay compensation as detailed below. The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

Period before departure date that notification is given to you	Compensation per adult*
More than 28 days	Nil
15-28 days	£10
8-14 days	£20
7 days or less	£30

*Infants are excluded from compensation and for children invoiced at reduced rates compensation will be paid on a pro-rata basis of the adult price.

IMPORTANT NOTE: We will not pay you compensation in the following circumstances:

- where we make a minor change;
- where we make a major change or cancel your arrangements more than 60 days before departure;
- where we have to cancel your arrangements as a result of your failure to make full payment on time;
- where the change or cancellation by us arises out of alterations to the confirmed booking requested by you; - where we are forced to cancel or change your arrangements due to Force Majeure (see clause 10).

Please note: where accommodation with a higher price than the original accommodation is offered by us and accepted by you, the difference in price will be deducted from any compensation payable. In no case will we pay compensation if accommodation is offered by us and accepted by you with a higher price than that originally booked in the same location where no additional payment is made by you.

If we become unable to provide a significant proportion of the services that you have booked with us after you have departed, we will make alternative arrangements for you at no extra charge and, if appropriate in all the circumstances, will pay you reasonable compensation.

10. Force Majeure - circumstances outside our reasonable control:

We will not pay you compensation if we have to cancel or change your travel arrangements in any way because of unusual or unforeseeable circumstances beyond our control. These can include, for example, war, threat of war, riots, civil strife, terrorist activity, industrial disputes, natural or nuclear disaster (including volcanic eruptions), fire or adverse weather conditions, technical or mechanical problems with transport, motorway congestion or closure on the way to an airport, railway station or port, airports, railway stations or ports being closed or full, cancellation or changes of schedules by carriers (or any similar event,) postal strikes or delays, water or power disruption, or other similar events beyond our reasonable control. Advice from the Foreign Office to avoid or leave a particular country may also constitute Force Majeure.

11. Special Requests

Any special requests must be advised to us at the time of booking e.g. diet, room location, a particular facility at a hotel etc. You should then confirm your requests in writing. Whilst every effort will be made by us to try and arrange your reasonable special requests, we cannot guarantee that they will be fulfilled. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed. We do not accept bookings that are conditional upon any special request being met.



12. Disabilities and Medical Problems

We are not a specialist disabled holiday company, but we will do our utmost to cater for any special requirements you may have. If you or any member of your party has any medical problem or disability which may affect your stay, please provide us with full details before we confirm your booking so that we can try to advise you as to the suitability of your chosen arrangements. We may require you to produce a doctor's certificate certifying that you are fit to participate in the tour. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.

13. Registering a complaint.

We make every effort to ensure that your holiday arrangements run smoothly but if you do have a problem during your holiday, please inform the relevant supplier (e.g. your hotelier/local contact detailed on voucher) immediately who will endeavour to put things right. If your complaint is not resolved locally, please contact 020 7082 0380 or email inresort@fleetway.com. If the problem cannot be resolved locally and you wish to complain further, you must send formal written notice of your complaint to us within 28 days of your return to the UK. We cannot accept any complaints sent by fax, or received outside the 28 days period. Please write to Customer Relations, Fleetway Travel Ltd, 1 Connaught Place, London, W2 2ET, quoting your booking reference number, detailing your complaint and enclosing all receipts (if applicable), or e-mail us at customerservices@fleetwaytravel.com. Please keep your letter/email concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. Failure to follow the procedure set out in this clause may affect ours and the applicable supplier's ability to investigate your complaint, and will affect your rights under this contract.

Please note should your party leave a hotel earlier than the duration booked; you will receive no refund of the cost of the unused nights. In the unlikely event that you are not satisfied with the accommodation reserved on your behalf by Fleetway, it is a strict booking condition that you contact our local agent immediately who will try to resolve the matter in resort. If the matter cannot be resolved locally, please contact our London office and we will endeavour to make alternative arrangements (if applicable and/or possible.) No complaint can be considered upon return to the UK unless first reported to the local contact shown on your accommodation voucher, and / or our London office.

Please note that we offer an Alternative Dispute Resolution service through our ABTA membership. Please see clause 15 for further details. You can also access the European Commission Online Dispute (ODR) Resolution platform at <http://ec.europa.eu/consumers/odr/>. This ODR platform is a means of registering your complaint with us; it will not determine how your complaint should be resolved.

14. Your behaviour

All guests staying with us are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of other guests. If in our opinion or in the opinion of any hotel manager or any other person in authority, your behaviour or that of any member of your party is causing or is likely to cause distress, danger or annoyance to any of our other guests or any third party or damage to property, or to cause a delay or diversion to transportation, we reserve the right to terminate your booking arrangements with us immediately. In the event of such termination our liability to you and/or your party will cease and you and/or your party will be required to leave your accommodation or other service immediately. We will have no further obligations to you and/or your party. No refunds for lost accommodation or any other service will be made and we will not pay any expenses or costs incurred as a result of termination. You and/or your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to the hotel manager or other supplier prior to departure from the hotel. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you. We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking arrangements or with us.

15. ABTA

We are a Member of ABTA, membership number D0238. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to www.abta.com to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on www.abta.com.

16. Flight or other carriage times

Flight or other carriage information quoted is for guidance only and is subject to alteration by events outside our reasonable control (including force majeure) such as alterations by airlines, train operating companies, airports, railway stations or ports. Your travel



documentation, which we endeavour to ensure will be sent approximately 10 days before your departure, contains the latest information.

17. Flight (or other transportation) delay, cancellation or boarding refusal

If you or any member of your party miss your flight or other transport arrangement, it is cancelled or you are subject to a delay of over 3 hours for any reason, you must contact us and the airline or other transport supplier concerned immediately.

The Package Travel etc Regulations 1992 provide that in the event that you experience difficulty on the occurrence of circumstances described in clauses 23 (2) (a) (b) (c) or (d) of these booking conditions, we will provide you with prompt assistance. Where you experience a delay which is not owing to any failure by us, our employees or sub-contractors, this prompt assistance is likely to extend to providing help in locating refreshments, accommodation and communications but not paying for them. Any airline or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them. Subject to the other terms of these conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances, if you fail to obtain our prior authorisation before making your own travel arrangements.

Under EU Law, you have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. If the airline does not comply with these rules you should complain to the Civil Aviation Authority at www.caa.co.uk/passengers. Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your holiday price from us. If, for any reason, you do not claim against the airline and make a claim for compensation from us, you must, at the time of payment of any compensation to you, make a complete assignment to us of the rights you have against the airline in relation to the claim that gives rise to that compensation payment. A delay or cancellation to your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight.

We cannot accept liability for any delay which is due to any of the reasons set out in clause 10 of these booking conditions (which includes the behaviour of any passenger(s) on any flight who, for example, fails to check in or board on time).

The carrier(s), flight timings and types of aircraft shown in this brochure or on our website and detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. We shall inform you of the identity of the actual carrier(s) as soon as we become aware of it. The latest flight timings will be shown on your tickets which will be despatched to you approximately two weeks before departure. You should check your tickets very carefully immediately on receipt to ensure you have the correct flight times. If flight times change after tickets have been dispatched we will contact you as soon as we can to let you know.

Please note the existence of a "Community list" (available for inspection at http://ec.europa.eu/transport/air-ban/list_en.htm) detailing air carriers that are subject to an operating ban with the EU Community.

18. Passport, Visa and Immigration Requirements and Health Formalities

It is your responsibility to check and fulfill the passport, visa, health and immigration requirements applicable to your itinerary. We can only provide general information about this. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable. Requirements do change and you must check the up to date position in good time before departure.

Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year, you should check with the Embassy of the country you are visiting. For further information contact the Passport Office on 0300 222 0000 or visit www.passport.gov.uk.

Special conditions apply for travel to the USA. Please see our Useful Information section for further information on this.

Up to date travel advice can be obtained from the Foreign and Commonwealth Office, visit www.fco.gov.uk.

Non British passport holders, including other EU nationals, should obtain up to date advice on passport and visa requirements from the Embassy, High Commission or Consulate of your destination or country(ies) through which you are travelling.

We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities.



19. Foreign Office Advice

You are responsible for making yourself aware of Foreign Office advice and State Department warnings in regard to the safety of the countries and areas in which you will be travelling and to make your decisions accordingly. Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure. (See clause 10).

20. Your accommodation.

Fleetway is not liable for any extensions, upgrades, or extras arranged by customers on arrival at the accommodation. The people named on your holiday confirmation must be the only ones allowed to use the accommodation we have arranged for you. You are not allowed to share the accommodation or let anyone else stay there. You are responsible for the cost of any damage caused to your accommodation or its content during your stay.

In the event of one or more members of a party booked on the initial holiday cancelling for any reason, a price increase for the remaining members may be applicable and a new invoice will be sent to you showing the new costing and any cancellation fees involved.

There may be small differences between the actual accommodation and its description. Occasionally, local conditions may mean that some facilities or services become unavailable or subject to restriction. For reasons such as maintenance, bad weather or lack of demand from guests. In addition to this, please be aware that advertised facilities within your hotel and around the resort may not be fully functional in early and late season. We cannot accept responsibility for any changes or closures to area amenities or attractions. We cannot accept responsibility for any inaccurate, incomplete or misleading information about any accommodation or its facilities and/or services, except in the case of our negligence. If our suppliers made us aware of any changes, we will inform you of any changes. There may be a change of ownership/management of the hotel and this constitutes a **minor** change.

Local Laws: Sometimes local laws, religious customs or events means facilities are not available. For example, in all Muslim countries during the month of Ramadan, bars and restaurants – including hotel restaurants – change their opening hours. You may not be allowed to smoke, drink or eat in public areas during daylight either.

21. Hotel overbooking & seasonal closure

In the unlikely event of an overbooking situation at your hotel whilst you are abroad, alternative arrangements will be made to provide you with similar accommodation to your original booking. If this cannot be arranged and you are transferred to a lower grade hotel than originally booked you will receive compensation based on paragraph 7. Hotels may from time to time decide to close or delay their seasonal opening due to refurbishment or lack of demand. We will inform you of this as soon as we are aware and offer you an alternative hotel of similar standard and whenever possible within the same resort.

22. Travel Insurance

We act as an Appointed Representative on behalf of Holiday Extras Ltd (FCA No. 309682). It is a requirement when booking your holiday that you either accept the travel insurance recommended by us or alternatively at that time you must arrange a policy providing at least comparable cover. You must be satisfied that your insurance fully covers all your personal requirements including pre-existing medical conditions, cancellation charges, medical expenses and repatriation in the event of accident or illness. Insurance purchased through Fleetway is non-refundable and is excluded from cancellation. In case of cancellation a claim can only be made on arrangements provided by Fleetway and the insurance premium is non-refundable. All claims must be sent directly to the Claims Department's address shown on your insurance certificate.

If you choose to travel without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

23. Our responsibility for your package holiday

(1) Where we have organised your package holiday, we will accept responsibility for the arrangements we agree to provide or arrange for you as an "organiser" under the Package Travel, Package Holidays and Package Tours Regulations 1992 as set out below. Subject to these booking conditions, if we or our suppliers negligently perform or arrange the services which we are obliged to provide for you under our contract with you, as set out on your confirmation invoice, we will pay you reasonable compensation. The level of such compensation will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your holiday. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.



- (2) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:
- (a) the act(s) and/or omission(s) of the person(s) affected;
 - (b) the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
 - (c) unusual or unforeseeable circumstances beyond ours or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised; or
 - (d) an event which either ourselves or suppliers could not, even with all due care, have foreseen or forestalled.

(3) We limit the amount of compensation we may have to pay you if we are found liable under this clause:

(a) loss of and/or damage to any luggage or personal possessions and money: The maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are assumed to have adequate insurance in place to cover any losses of this kind.

(b) Claims not falling under (a) above and which don't involve injury, illness or death: The maximum amount we will have to pay you in respect of these claims is twice the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.

(c) Claims in respect of international travel by air, sea and rail, or any stay in a hotel

i) The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can ask for copies of these Conventions from our offices. Please contact us. In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.

ii) In any circumstances in which a carrier is liable to you by virtue of the Denied Boarding Regulation 2004, any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier.

iii) When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.

(4) It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.

(5) Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.

(6) Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description: (a) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or (b) relate to any business.

(7) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our brochure. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.

(8) For litigation purposes, your contract is made at our London office in the jurisdiction of the Westminster County Court, St. Martins Lane, London WC2.

24. Excursions

Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your contracted arrangements with 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.



25. Conditions of carriage

When you travel by air or by sea, your journey may be subject to certain international conventions such as the Warsaw Convention, Montreal Convention or Athens Convention. You agree that the transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging this transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. **You acknowledge that all of these terms and conditions form part of your contract with us as well as with the transport company.** You can ask us to provide you with a copy of any of the conditions applicable to your journey. These may limit or exclude liability, especially in respect of lost or delayed baggage.

26. Conditions of Suppliers

Many of the services which make up your holiday are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions which will form part of your contract with us. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions are available on request from ourselves or the supplier concerned.

27. Law and Jurisdiction

These Booking Conditions and any agreement to which they apply are governed in all respects by English law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Courts of England and Wales only. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you live in those places and if you wish to do so.

If you booked your holiday in any jurisdiction other than the United Kingdom (including any booking via the Internet), this contract, and any other claim or dispute arising from or related to this contract, will be governed by English law and the courts of England and Wales shall have exclusive jurisdiction over any claim arising out of it.

Please read our IMPORTANT & USEFUL INFORMATION section which also forms part of our trading commitment to our customers, with additional and helpful information.

Fleetway Travel Ltd
IMPORTANT AND USEFUL INFORMATION

We will do our utmost to provide you with the highest standard of service for your peace of mind and satisfaction. Should you need to contact someone for help or advice, you can contact us 7 days a week from 09:00 to 18:00 with the exception of Christmas Day. We recommend that you read the below information, as it will help you understand what you have paid for, and gives some extra tips to help you organize your holiday.

What's included in my holiday?

The basic cost of your holiday includes:

- Return flights or other appropriate carriage to your destination.
- All airport taxes and passenger charges (unless otherwise stated).
- Accommodation as stated at time of booking or confirmation.

And what's extra?

Travel insurance: Please read Paragraph 22 of our Booking Conditions.

Fleetway's Travel Insurance now includes full protection for airline failure and accommodation supplier failure as well as redundancy, which will enable you to claim those components and any extra expenses without delay.

European Health Insurance Card (EHIC):

If you are travelling in Europe on a leisure or business trip, make sure you have applied for the European Health Insurance Card (EHIC). It is free and will enable you to get state-provided healthcare that becomes necessary during your visit at reduced cost, or even sometimes for free. For more information on what it covers and in which countries it can be used visit www.dh.gov.uk/travellers. If you already have an EHIC you should check that it is still valid before you travel. The quickest way to apply for or renew an EHIC is to apply online at www.dh.gov.uk/travellers. Alternatively, you can phone 0300 330 1350.

However, the EHIC card does not cover all healthcare costs. For example, it will not cover the cost of your journey back to the UK if you need to be sent home and, unlike a travel insurance policy, does not cover your luggage and possessions, your travel money or offer protection in the event of cancellation.

Baggage: Most airlines now charge for hold luggage. This will be specified at time of booking, or on our website. Hand luggage allowance will vary from airline to airline and is generally free.

Car hire: All rates are subject to change and to relevant booking conditions of the car hire operator. The rates may include unlimited free mileage, insurance, and collision damage waiver (unless otherwise stated on the client's vouchers), bail bonds, theft waiver and all local taxes (regional and country exceptions may apply.) It is your responsibility to check these details on your voucher PRIOR TO DEPARTURE. Petrol is not included. You will normally be expected to supply the local car hire company, at time of receipt of hire vehicle, with a credit card (NOT debit card) for provision of a refundable deposit. We will not be responsible if you fail to provide the car hire company with a credit card (not debit card) and they refuse to provide you with a hire vehicle at that time. We reserve the right to adjust prices and to make any offer as appropriate and to levy any Government increase in local VAT that may be introduced after the printing of this document

Transfers to your hotel, apartment or cruise (unless otherwise specified).

Passport and visa charges if necessary.

Additional charges are sometimes levied by carriers in respect of luggage in excess of your standard allowance detailed on your ticket, and for special catering requirements. Local city tax is levied by the hotel where applicable.

What if I have any special request?

Should you have any particular requirements such as special meals, cots for infants, or carriage of windsurfers, bicycle, golf or other sports equipment, please advise us when you are making your booking. *An administration charge may be required in respect of requests received, levied by us or the carrier.* All special requests are passed on by us to the carrier but cannot be guaranteed. Should you have any specific request such as a non-smoking room, a room with special facilities for disabled passengers, or rooms in a particular location in the Hotel, these will be made on your behalf but cannot be guaranteed.

If any member of your party has restricted mobility, special needs or care requirements you should discuss these with us before booking so that we can make a full assessment and ensure that we can fully accommodate your requirements. Please see clause 12 for further details.

If you wish to request any additional services such as transfers, car hire, change the board basis at your hotel, change your dates etc. please call our dedicated Amendments Department on: **020 7082 0380** or you can email them at amendments@fleetwaytravel.com.

Accommodation ratings:

As a rule, properties offered by Fleetway Travel are based on the local official ratings given by the authorities in the country. However, different countries have different standards, it must not be assumed that a 4* hotel in one country is equivalent to a 4* hotel in another. Classifications can also reflect local or regional variation in quality or service. The standard of any property will be generally reflected in the price, when one basic 4* hotel may be cheaper than another standard 4*. Some properties, however, are given different grading by our suppliers or indeed by Fleetway, in order to reflect the overall quality in any given property. In each case the full description of the property should be read in conjunction with the rating indicated in our descriptions or given over the telephone.

All properties featured by us cater for an international clientele and may not always provide English speaking staff. Also we cannot accept responsibility for the overall nationality of guests staying at any of the properties we feature.

Check-in online.

You can now check-in on line with most airlines. Please check with the website of the airline you are travelling with, for details of their respective procedure and charges. Checking-in online provides a way to avoid lengthy queues at the airport, but you should follow the airline's instructions regarding the flight closing times.

Could I be refused boarding or entry?

There are a number of reasons for which you could be refused boarding or entry, and we cannot accept any responsibility should you be unable to board the aircraft or other mode of carriage for any reasons including:

- i. Compulsory Advance Passenger Information (API)
It is now a requirement to collect the passport or EEA issued National Identity Card details of all passengers departing from the UK to any non-UK destination. FAILURE TO PROVIDE THIS IMPORTANT INFORMATION PRIOR TO ARRIVAL AT THE DEPARTURE AIRPORT WILL RESULT IN YOU BEING DENIED BOARDING WITHOUT REFUND.
- ii. If you arrive late for the specified check-in time.
- iii. If you do not hold a valid passport and/or visa required for entry into or exit from the country of origin or destination.
- iv. If the full first and last names in your passport(s) differ from the name on the travel document(s) or ticket(s) issued to you.
- v. If in the opinion of a person in authority you appear to be unfit to travel or likely to cause discomfort or disturbance to other passengers our contract with you and our responsibility for your holiday will immediately cease. We will not be responsible for any costs you may incur as a result of this, or make any refunds to you.
- vi. If you arrive at your hotel after the instructed check-in time.

Please also note that in accordance with Air Navigation Orders, in order to qualify for infant status, a child must be less than 2 years of age on the date of its return flight.

What documents must I take?

You must hold a valid passport together with all necessary visas or other documentation required for entry into or exit from the country of origin and destination. You should check the local visa and health regulations with the appropriate Embassy. Your doctor should also be able to advise you as to which inoculations the Department of Health consider necessary. You must advise us if you hold a non-EEC passport or have any criminal conviction(s). In the latter case you may also be legally obliged to inform the visaissuing authorities of your holiday destination country about your criminal conviction(s). Please note that you will be liable for any and all charges incurred as a result of failure to comply with these requirements. **Fleetway cannot accept responsibility** for passengers who are refused entry to a country because they do not hold valid entry visas or passports, or have not complied with that country's visa application procedures, especially regarding legal disclosure of past criminal conviction(s).

IMPORTANT INFORMATION REGARDING ENTRY TO USA. The Department of Homeland Security has introduced a new policy which is now enforced and applies to travel involving entering/stopping in the United States (flights, cruises, etc). All foreign nationals from any of the **Visa Waiver Program (VWP)*** nations must obtain an electronic travel authorisation before arriving in the United States through the ESTA system (Electronic System for Travel Authorization). Visit <http://esta.cbp.dhs.gov> to view participating countries and fill out the form. You will then receive one of the following results: **Authorised**, **Not Authorised**: in this case you must obtain authorisation through an Embassy or Consulate before departing for the United States, **Pending authorisation**: you must check the ESTA website over the following 72 hours. Once the trip is authorised, you will receive an **authorisation ID number** that will be required at airport check-in or upon arrival at a port. You are responsible for submitting the ESTA application and obtaining approval to travel to the United States. **VWP CLIENTS WHO DON'T OBTAIN ESTA APPROVAL WILL LOSE ALL RIGHT TO OBTAIN A REFUND FOR THE HOLIDAY THEY HAVE BOOKED.** (Please see www.cbp.gov/travel for more information).

IMPORTANT addition to the above: When travelling to/from the United States, you will be required to provide the following minimum Secure Flight Passenger Data (**SFPD**) at the time of reservation: **Name as it appears on the passport, Date of Birth, Gender, and Redress Number (where applicable).** This information is mandatory as soon as you make a reservation. Failure to provide this may affect your booking.

Should I check my inbound flight or other carriage?

We will not be responsible if you arrive late for the specified check-in time or you arrive late for any element of your transportation, nor can we accept any responsibility for any loss by you of your holiday travel tickets, vouchers or coupons. A charge, which in some cases will be equal to the full cost of the tickets lost, will be made for tickets re-issued. It is imperative and a strict condition of booking that you reconfirm any inbound flight details with either the local office noted on your itinerary or the Tour Operator's head office in the UK, not more than 48 hours and not less than 12 hours prior to the previously notified flight time (or not more than 72 hours if the reconfirmation period falls over a public holiday.) We cannot accept any liability for clients who fail to comply with these conditions. The timings quoted on your documentation are local timings. Passengers must check-in at least 2 hours before the flight departure time. If your outbound journey is not utilised the inbound reservation is automatically cancelled when you are travelling on a charter or scheduled flight. When travelling on a scheduled flight or on a train please contact the airline or train operating company directly.

When can I expect to receive tickets?

If physical tickets are required for your journey they will normally be posted to you 10 days prior to your departure date, except when bookings are made within 10 days of departure where tickets may be arranged for collection at your departure airport. Most airlines accept eTickets which are normally emailed to you within 7 days of paying your full balance, and no later than 48 hours prior to departure. Full details of ticket dispatch will be available on your confirmation invoice upon booking. **Please note that it will be necessary to levy a £5.00 charge for any documents that upon request are posted by 1st class mail.**