

## FLYCATIONS LTD

### Booking Terms and Conditions

These Booking Conditions, together with our Privacy Policy, and where your services are booked via our website our Website Terms of Use, and any other written information we brought to your attention before we confirmed your booking, form the basis of your agreement with us, , a company registered in England with company number 14100185 at registered office address 167-169 Great Portland Street London, England, W1W 5PF ("we", "us", "our").

Flycations Ltd have Trading names as below:

Flycations.co.uk  
Cosmicholidays.co.uk  
Flywatchers.co.uk  
Booknfly.co.uk

Please read these Booking Conditions 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.

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

- a. he/she has read these Booking Conditions and has the authority to and does agree to be bound by them;
- b. he/she consents to our use of personal data in accordance with our Privacy Policy and is authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable special categories of data (such as information on health conditions or disabilities and dietary requirements);
- c. he/she is over 18 years of age 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;
- d. he/she accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

**Please Note: We act in the following capacities, as a Package Organiser in the sale of a Package Holidays (please see clause 12 for further details), as Agent for tour operators selling Packages, and as Agent in the sale of single-service bookings (such as flight-only and accommodation-only).** As a result, our obligations to you will vary depending on what capacity we are acting in or what you have purchased from us, therefore we have outlined our differing obligations to you in the following separate sections:

- (A) Section A contains the conditions that will apply to all bookings you make with us;
- (B) Section B contains the conditions which will apply where we act as the Package Organiser for Package Holiday bookings; and
- (C) Section C contains the conditions which apply where we act as Agent for purchases of other companies Packages and Single Service Arrangements (such as flight only and accommodation only).
- (D) Section D contains the conditions which will apply where you make a single-service booking with us, where we are acting as Principal.

### SECTION A – APPLICABLE TO ALL BOOKINGS

**This section applies to all bookings made with us. Please read this section in conjunction with the relevant section below which is applicable to your booking.**

## **1. Accuracy of Advertising Material**

We endeavour to ensure that the descriptions, information and prices both on our website and in our advertising material are accurate; however occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances. You must therefore ensure you check the current price and all other details relating to the arrangements that you wish to book with us at the time of booking.

## **2. Travel Insurance**

Adequate travel insurance is a condition of your contract with us or your Supplier/Principal where we act as agent. 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. If you choose to travel without adequate insurance cover, we, nor the Supplier/Principal will be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

## **3. Events Beyond Our Control**

Except where otherwise expressly stated in these Booking Conditions, we nor the Supplier/Principal can accept liability or pay any compensation if either of our contractual obligations to you are affected by Events Beyond Our Control. For the purposes of these Booking Conditions, Events Beyond Our Control means any event beyond our or our supplier's control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside our or the supplier(s) concerned's control.

## **4. Special Requests**

Any special requests must be advised to us at the time of booking (e.g. diet, room location, a particular facility). 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 either to the Supplier/Principal in regard to Packages or to our suppliers in regard to Package Holidays, 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 nor the Supplier/Principal unless the request has been specifically confirmed by us. We do not accept bookings that are conditional upon any special request being met.

## **5. Accommodation Ratings & Standards**

Accommodation ratings are displayed as provided by the relevant supplier. These are intended to give a guide to the services and facilities you should expect from your accommodation or other travel arrangements. Standards and ratings may vary between countries, as well as between suppliers. We cannot guarantee the accuracy of any ratings given and no warranty is given or implied.

## **6. Disabilities & Medical Problems**

We are not a company which specialises in sale of services or goods for disabled individuals, 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 booking and/or purchase, please

provide us with full details before you make your booking and/or purchase so that we can try to advise you as to the suitability of your chosen booking and/or purchase. We may require you to produce a doctor's certificate certifying that you are fit to participate (where applicable). 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.

## **7. Your Responsibilities**

All our customers are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of others. 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 other customers or any third party, or damage to property, or to cause a delay or diversion to transportation, we or the Supplier/Principal (as applicable) reserve the right to terminate your booking with us immediately. In the event of such termination our or the Supplier/Principal's (as applicable) liability to you and/or your party will cease and you and/or your party will be required to leave your accommodation or other arrangements immediately. We nor the Supplier/Principal shall have any further obligations to you and/or your party. No refunds for lost accommodation or any other arrangements will be made and payment of 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. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us and/or Supplier/Principal 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.

## **8. 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 and/or Supplier/Principal. For any excursion or other tour that you book locally, your contract will be with the operator of the excursion or tour and not with us and/or Supplier/Principal. Neither we nor the Supplier/Principal are responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

## **9. Entry, Passport, Visa & Immigration Requirements Safety & Health Formalities**

We can only provide general information regarding entry, passport, visa, immigration requirements and safety and health formalities applicable to your Package Holiday. Where you book anything other than a Package Holiday from us, we are not required to provide such information but choose to provide this information on a complimentary basis. Regardless of what you purchase however, it is your responsibility to check such requirements (in good time before departure), in order to make your decisions to fulfil such requirements regarding your destination and/or the country(ies) through which you may be transiting through.

Such information which you may need to check includes (but is not limited to) passport requirements including (but not limited to) how valid your passport must be after return date, whether your passport must be machine readable or which visas/waivers may be required for entry such as ESTA for USA travel, ETIAS for EU travel or ETA for UK travel.

You must check requirements for your own specific circumstances with the relevant bodies as applicable. We have provided a few useful resources below, though **it is your responsibility to check and see if such a body would be relevant to yourself.**

- the UK Foreign, Commonwealth and Development Office ("FCDO", <https://www.gov.uk/travelaware>) (applicable to UK residents);

- UK Passport Office (0870 5210410 or <https://www.gov.uk/browse/citizenship>).
- Embassies, High Commission and/or Consulates;
- Your own physician or doctor.

For UK residents booking European travel, you should obtain a UK Global Health Insurance Card (UK GHIC) prior to departure which may provide limited medical treatment in most EEA countries. However, such cover may be extremely limited and for emergency purposes only, and/or it may require a payment equivalent to that which a local resident would pay. Nevertheless, all passengers to any destination should obtain comprehensive medical insurance prior to departure, including cover for emergency medical treatment and associated costs.

We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any entry, 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 entry passport, visa, immigration requirements or health formalities.

## **10. Law and Jurisdiction**

Your contract with us and all matters arising out of it are governed by English law. We both agree that any dispute, claim or other matter which arises out of or in connection with this contract or your itinerary, will be dealt with by the Courts of England and Wales only unless, in the case of Court proceedings, you live in Scotland or Northern Ireland. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract governed by the law of Scotland/Northern Ireland as applicable. If you do not so choose, English law will apply.

## **11. Advance Passenger Information**

A number of Governments are introducing new requirements for travel businesses to provide personal information about all travellers to the Authorities prior to travellers arriving at the destination. The data will be collected either at the time of or after a booking is made, most likely by the Package Organiser. Where we collect this data, we will treat it in accordance with our Privacy Policy.

# **SECTION B: PACKAGE HOLIDAY BOOKINGS**

**This section only applies to Package Holidays booked with us, where we are acting as the Package Organiser (please see clause 12 below for further details of when this will be the case). Please read this section in conjunction with Section A of these Booking Conditions.**

## **12. Definition of a Package**

Where your booking is for a Package Holiday that we have organised, as defined below, we will act as a "Package Organiser" and you will receive the rights and benefits under the Package Travel and Linked Travel Arrangements Regulations 2018 ("PTRs"), as outlined in this Section B of these Booking Conditions.

A "Package Holiday" exists if you book a combination of two of the following separate travel services:

- (a) transport;
- (b) accommodation;
- (c) rental of cars, motor vehicles or motorcycles (in certain circumstances);
- (d) any other tourist service not intrinsically part of one of the above travel services;

*...provided that* those separate travel services are purchased together from a single visit to our website / during a single phone call with our telephone booking line and are selected by you before you agree to pay; or are advertised, sold or charged at an inclusive or total price; or advertised or sold under the term "package" or a similar term.

**IMPORTANT NOTE:** Please note that:

- a. where you have booked a Package that lasts for less than 24 hours and which does not include overnight accommodation; or
- b. where you have made a booking which consists of not more than one type of the travel services listed at (a) – (c) above, combined with one or more tourist services (as listed at (d) above), this will not create a Package where the tourist services:
  - do not account for 25% of the value of the combination and are not advertised as, and do not otherwise represent, an essential feature of the package; or
  - are selected and purchased after the performance of the transport, accommodation or car rental has started.

These bookings will be treated as “Single Service” bookings and will not be afforded the benefit of the rights under the PTRs, please see Section D of these Booking Terms and Conditions for the terms applicable to such arrangements.

### **13. Booking & Paying for Your Package Holiday**

A booking is made with us when you pay us a deposit (or full payment if you are booking after the balance due date, you will be informed of this at the time of booking) and we issue you with a booking confirmation. We reserve the right to return your deposit and decline to issue a booking confirmation at our absolute discretion. 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.

Upon receipt, if you believe that any details on the booking confirmation or any other document are wrong you must advise us immediately as changes cannot be made later and it may harm your rights if we are not notified of any inaccuracies in any document within 24 hours of our sending it out (five days for tickets).

The balance of the cost of your arrangements (including any applicable surcharge) is due no later than the balance due date which we will inform you at the time of booking. If we do not receive this balance in full and on time, we reserve the right to treat your booking as cancelled by you in which case the cancellation charges set out in Clause 16, will become payable.

### **14. Pricing of Package Holiday**

**We reserve the right to amend the price of unsold itineraries at any time and correct errors in the prices of confirmed itineraries. We also reserve the right to increase the price of confirmed itineraries solely to allow for increases which are a direct consequence of changes in:**

- (i) the price of the carriage of passengers resulting from the cost of fuel or other power sources;
- (ii) the level of taxes or fees chargeable for services applicable to the itinerary imposed by third parties not directly involved in the performance of the itinerary, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; and
- (iii) the exchange rates relevant to the package.

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.

You will be charged for the amount of any increase in accordance with this clause. However, if this means that you have to pay an increase of more than 8% of the price of your confirmed Package Holiday (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 not 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 to

us, 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 7 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 Package Holiday go down due to the changes mentioned above, then any refund due will be paid to you, less an administrative fee of £20.00. 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 itinerary within 20 days of your departure nor will refunds be paid during this period.

## **15. If You Change Or Transfer Your Package Holiday**

If you wish to change any part of your booking after our confirmation invoice has been issued, you must inform us in writing by emailing on [support@flycations.co.uk](mailto:support@flycations.co.uk) 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. Where we can meet a request, all changes will be subject to payment of an amendment fee of £20.00 per person per change as well as any costs and charges incurred by us and/or incurred or imposed by any of our suppliers in making this change. 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. Where we are unable to assist you and you do not wish to proceed with the original booking we will treat this as a cancellation by you. A cancellation fee may be payable in accordance with clause 16.

Transfers of Package Holiday booking of your party is prevented from travelling, that person(s) may transfer their place to someone else, subject to the following conditions:

- a. that person is introduced by you and satisfies all the conditions applicable to the itinerary;
- b. we are notified not less than 7 days before departure;
- c. you pay any outstanding balance payment, an amendment fee of £20.00 per person as well as any additional fees, charges or other costs arising from the transfer; and
- d. the transferee agrees to these booking conditions and all other terms of the contract between us.

You and the transferee remain jointly and severally liable for payment of all sums. If you are unable to find a replacement, cancellation charges as set out in clause 16 will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

**Important 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.**

## **16. If You Cancel Your Package Holiday**

If you or any other member of your party decides to cancel your confirmed booking you must inform us in writing by emailing [support@flycations.co.uk](mailto:support@flycations.co.uk). 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.

Should one or more member of a party cancel, it may increase the per person Package Holiday price of those still travelling and you will be liable to pay this increase.

Since we incur costs in cancelling your arrangements, you will have to pay the cancellation charges as follows

Period before departure in which you notify us	Cancellation Charge

More than 30 days prior to departure	Deposit only
More than 29 – 22 days prior to departure	50% of total Package Holiday cost
More than 21- 15 days prior to departure	70% of total Package Holiday cost
Less than 14 – 18 days	90% of total Package Holiday cost
Less than 7 days prior to departure	100% of total Package Holiday cost

Please note that insurance premiums and amendments charges are not refundable in any circumstances.

**Important 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.

Where possible, we will deduct the cancellation charge(s) from any monies you have already paid to us.

#### **Cancellation By You Due To Unavoidable & Extraordinary Circumstances:**

You may terminate the package travel contract at any time before the start of the package without paying a cancellation charge in the event of “unavoidable and extraordinary circumstances” occurring at the place of destination or its immediate vicinity which will significantly affect the performance of the package or carriage to your Package Holiday destination. In these circumstances, we shall provide you with a full refund of the monies you have paid but we will not be liable to pay you any additional compensation. In order to rely on this clause you must be able to show that, based on information available at the time of cancellation, there was no reasonable possibility of your Package Holiday going ahead (either at all or without being significantly affected).

For the purposes of this condition, “unavoidable and extraordinary circumstances” may include warfare, other serious security problems such as terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination, or natural disasters such as floods, earthquakes or weather conditions which significantly affect travel to the travel destination as agreed in the package travel contract.

This clause 16 outlines the rights you have if you wish to cancel your booking. Please note that there is no automatic statutory right of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

#### **17. If We Change Or Cancel Your Package Holiday**

As we plan your Package Holiday arrangements many months in advance we may occasionally have to make changes or cancel your booking and we reserve the right to do so at any time.

Changes: If we make a minor change to your Package Holiday, we will make reasonable efforts to inform you or your travel agent as soon as reasonably possible if there is time before your departure

but we will have no liability to you. Examples of minor changes include change of accommodation to another of the same or higher standard, changes of carriers. Please note that airlines/carriers advertised may be subject to change.

Occasionally we may have to make a significant change to your confirmed arrangements. Examples of what might equate to "significant changes" dependent upon the details of your booking include the following, when made before departure:

- (a) A change of accommodation area for the whole or a significant part of your time away.
- (b) A change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away.
- (c) A change of outward departure time or overall length of your arrangements by more than 12 hours.
- (d) A significant change to your itinerary, missing out one or more destination entirely.
- (e) A change of UK departure airport except between:
  - I. The London airports: Gatwick, Heathrow, Luton, Stansted, London City and Southend
  - II. The South Coast airports: Southampton, Bournemouth and Exeter
  - III. The South Western airports: Cardiff and Bristol
  - IV. The Midlands airports: Birmingham and East Midlands
  - V. The Northern airports: Liverpool, Manchester and Leeds Bradford
  - VI. The North Eastern airports: Newcastle and Teesside
  - VII. The Scottish airports: Edinburgh, Glasgow, Prestwick and Aberdeen

**Cancellation:** We will not cancel your Package Holiday less than 30 days before your departure date, except for reasons of *Events Beyond Our Control* or failure by you to pay the final balance. We may cancel your Package Holiday after this date if, e.g., the minimum number of clients required for a particular Package Holiday is not reached.

If we have to make a significant 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 significant changes) accepting the changed arrangements; or
- ii having a refund of all monies paid; or
- iii if available and where we offer one, accepting an offer of an alternative holiday (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 we do not hear from you within 7 days, we will contact you again to request notification of your choice. If you fail to respond again, we will assume that you have chosen to accept the change or alternative booking arrangements.

**Insurance** If we cancel or make a significant 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**

In addition to a full refund of all monies paid by you, we will pay you compensation as detailed below, in the following circumstances:

- (a) If, where we make a significant change, you do not accept the changed arrangements and cancel your booking;
- (b) If we cancel your booking and no alternative arrangements are available and/or we do not offer one.

The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

<b>Period before departure in which we notify you</b>	<b>Amount you will receive from us*</b>
More than 60 days	£NIL
60 to 30 days	£10 – £20 per person
29 to 15 days	£20 – £30 per person
14 days or fewer	£30 – £40 per person



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

- (a) where we make a minor change;
- (b) where we make a significant change or cancel your arrangements more than 30 days before departure;
- (c) where we make a significant change and you accept those changed arrangements or you accept an offer of alternative travel arrangements;
- (d) where we have to cancel your arrangements as a result of your failure to make full payment on time;
- (e) where the change or cancellation by us arises out of alterations to the confirmed booking requested by you;
- (f) where we are forced to cancel or change your arrangements due to Events Beyond Our Control (please see clause 3).

If we become unable to provide a significant proportion of the arrangements that you have booked with us after you have departed, we will, if possible, make alternative arrangements for you at no extra charge and where those alternative arrangements are of a lower standard, provide you with an appropriate price reduction.

## **18. Our Responsibility For Your Package Holiday**

- (1) We will accept responsibility for the arrangements we agree to provide or arrange for you as an “organiser” under the Package Travel and Linked Travel Arrangements Regulations 2018, as set out below and as such, we are responsible for the proper provision of the travel services specifically included in your package, as set out in your confirmation invoice, detailed itinerary and the information we provided to you regarding the services prior to booking. Please note that we shall not be responsible for any additional services provided to you, whether provided by the travel service providers or otherwise, which are not set out in your confirmation invoice, detailed itinerary and the information we provided to you regarding the services prior to booking.
- (2) We will not be responsible or pay you compensation for any personal injury or death unless you are able to prove that it was caused by our negligence or the negligence of our suppliers.
- (3) 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 acts and/or omissions of the person affected; or
  - (b) the acts and/or omissions of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
  - (c) Events Beyond Our Control (as defined in clause 3).
- (4) 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 required 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 up to three times 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 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 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 EC 261/2004 (denied boarding and flight disruption), 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.
- (5) Subject to these Booking Conditions, if we or our suppliers negligently perform or arrange those services set out in the confirmation invoice, detailed itinerary and the information we provided to you regarding the services prior to booking and we don't remedy or resolve your complaint within a reasonable period of time, and this has affected the enjoyment of your Package Holiday you may be entitled to an appropriate price reduction or compensation or both. **You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package.** The level of any such price reduction or compensation in respect of any claim for damages or compensation whatsoever will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these Booking Conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your Package 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
- (6) It is a condition of our acceptance of liability under this condition that you notify any claim to us and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.
- (7) Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to us 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.
- (8) 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;
  - (b) relate to any business;
  - (c) indirect or consequential loss of any kind.
- (9) 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.
- (10) Where it is impossible for you to return to your departure point as per the agreed return date of your package, due to "unavoidable and extraordinary circumstances", we shall provide you with any necessary accommodation (where possible, of a comparable standard) for a period not exceeding three nights per person. Please note that the 3 night cap does not apply to persons with reduced mobility, pregnant women or unaccompanied minors, nor to persons needing specific medical assistance, provided we have been notified of these particular needs at least 48 hours before the start of your Package Holiday. For the purposes of this condition, "unavoidable and extraordinary circumstances" may include warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely back to your departure point.

## 19. Conditions of Suppliers

Many of the services which make up your Package Holiday are provided by independent suppliers. These suppliers provide these services in accordance with their own terms and conditions which will form part of your contract. 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 us or the supplier concerned.

## **20. Package Holiday Complaints**

We are committed to ensuring your holiday runs smoothly from start to finish. However, if you experience any issue during your trip, it is essential that you follow the procedure outlined below so we can assist you promptly and effectively.

### Reporting Issues During Your Holiday

If you encounter a problem with any part of your holiday, whether it relates to your hotel, resort, cruise, or flight, you must:

- Take photographs of the issue as evidence.
- Report the problem immediately to the local service provider (e.g., hotel reception, resort staff, cruise desk, or airline desk) so that a formal record is created.
- Inform our Customer Support Team without delay so that we can liaise with our suppliers and attempt to resolve the matter as quickly as possible.

You can contact our support team using any of the following:

- Email: [support@flycations.co.uk](mailto:support@flycations.co.uk)
- Customer Service Phone Number: 02034356545

### Why Immediate Reporting is Important

Prompt reporting allows us the opportunity to put things right while you are still on holiday. This helps minimise any disruption to your trip and enables us to work with our suppliers to resolve the issue effectively.

### Resolution During Your Holiday

Our goal is to resolve all complaints on the same day wherever possible. We will liaise directly with the relevant supplier(s) and keep you informed of progress until a resolution is achieved.

### Post-Holiday Complaints

If you have already reported the issue to us during your holiday and it was not resolved to your satisfaction, you may submit a formal written complaint to our Customer Service Team, ideally within 28 days of your return to the UK. Please include all relevant details and supporting evidence (such as photographs, correspondence, or reference numbers). Please keep your letter 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 that we offer an Alternative Dispute Resolution service through our ATOL membership. Please see below for details.

## **21. Cutting Your Package Holiday Short**

If you decide to return home early, we cannot refund the cost of any elements of your Package Holiday you have not used. If you cut short your booking and return home early in circumstances where you have no reasonable cause for complaint about the standard of the travel services provided we will not offer you any refund for that part of your Package Holiday not completed or be liable for any associated costs you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.

## **22. Prompt Assistance for Package Holidays**

If, whilst you are taking part in your itinerary, you find yourself in difficulty for any reason, we will offer you such prompt assistance as is appropriate in the circumstances. In particular, we will provide you with appropriate information on health services, local authorities and consular assistance, and assistance with distance communications and finding alternative travel arrangements. Where you require assistance which is not owing to any failure by us, our employees or sub-contractors we will not be liable for the costs of any alternative travel arrangements or other such assistance you require. Any supplier, 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 Booking 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. Furthermore, we reserve the right to charge you a fee for our assistance in the event that the difficulty is caused intentionally by you or a member of your party, or otherwise through your or your party's negligence.

## **23. Insolvency Protection**

### **Flight Packages**

We provide financial security for flight-inclusive packages and ATOL protected flights by way of our Air Travel Organiser's Licence number 12238, issued by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR, UK, telephone 0333 103 6350, email: [claims@caa.co.uk](mailto:claims@caa.co.uk).

When you buy an ATOL protected product from us you will receive an ATOL Certificate. 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](http://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.

### **Non Flight Packages**

We do not currently sell non-flight packages as Package Organiser.

If you book arrangements other than package holiday from us, your monies will not be financially protected. Please ask us for further details.

## SECTION C: AGENCY BOOKINGS

**This section applies to bookings we make for you when acting as Agent. This may be for the sale of Packages organised by a 3<sup>rd</sup> Party Supplier/Principal, or in the sale of flight-only or accommodation-only as agent for a 3<sup>rd</sup> Party Supplier/Principal. Please read this section in conjunction with Section A of these Booking Conditions.**

### **24. Your Contract With The Supplier/Principal**

Where we act as Agent, we will arrange for you to enter into a contract with the applicable Supplier/Principal (e.g. tour operator/airline/cruise company/accommodation provider) of your chosen Arrangements, as specified in your confirmation invoice. All flight-inclusive packages you book through us where we act as Agent will be protected by the ATOL of the Supplier/Principal organising the package.

As an agent we accept no responsibility for the acts or omissions of the supplier or for the services provided by the supplier. The Supplier/Principal's Terms & Conditions will apply to your booking and we advise you to read these carefully as they do contain important information about your booking. Please ask us for copies of these if you do not have them.

### **25. Payment**

If you have paid a deposit, you must pay full balance by the balance due date notified you. If full payment is not received by the balance due date, we will notify the Supplier/Principal who may cancel your booking and charge the cancellation fees set out in their Terms and Conditions.

Except where otherwise stated in the booking conditions of the Supplier/Principal concerned, all monies you pay to us for the Package will be held on behalf of the Supplier/Principal and forwarded on to the Supplier/Principal in accordance with our agreement with them.

### **26. Changes & Cancellations By You**

Any cancellation or amendment request must be sent to us in writing, by email, and will take effect at the time we receive it. Please ensure that you have received written confirmation of any changes to your booking prior to travel. Whilst we will try to assist, we cannot guarantee that the Supplier/Principal will meet such requests. Amendments and cancellations can only be accepted in accordance with the terms and conditions of the Supplier/Principal of your Arrangements.

The Supplier/Principal may charge the cancellation or amendment charges shown in their booking conditions (which may be as much as 100% of the cost of the Arrangements and will normally increase closer to the date of departure). In addition, you must pay us an administration fee of £20.00 per booking for any amendments to bookings and an administration fee of £20.00 for cancellations or as otherwise set out in the Service Charges table below. We will notify you of the exact charges at the time of amendment or cancellation.

### **27. Changes & Cancellations By The Supplier/Principal**

We will inform you as soon as reasonably possible if the Supplier/Principal needs to make a significant change to your confirmed Package or to cancel them. If the supplier offers alternative arrangements or a refund, you will need to let us know your choice within the stipulated time frame. If you fail to do so the supplier is entitled to assume you wish to receive a full refund. We will also liaise between you and the Supplier/Principal in relation to any alternative arrangements offered by the supplier but we accept no liability for any changes or cancellations made to your arrangements by the Supplier/Principal under your contract with them.

### **28. Our Responsibility For Your Package**

Your contract is with the Supplier/Principal and its booking conditions apply. As agent, we accept no responsibility for the actual provision of the Package you have booked. Our responsibilities are limited to making the booking in accordance with your instructions. We accept no responsibility for any information about the Package that we pass on to you in good faith. However, in the event that we are found liable to you on any basis whatsoever, our maximum liability to you is limited to twice the cost of the commission we earn on your booking (or the appropriate proportion of this if not everyone on the booking is affected). We do not exclude or limit any liability for death or personal injury that arises as a result of our negligence or that of any of our employees whilst acting in the course of their employment.

## **29. Complaints for Packages**

Because the contract for your Package is between you and the Supplier/Principal, any queries or concerns about your arrangements should be addressed to them. If you have a problem with your Package whilst using them, this must be reported to the Supplier/Principal immediately. If you fail to follow this procedure there will be less opportunity for the Supplier/Principal to investigate and rectify your complaint. The amount of compensation you may be entitled to may therefore be reduced or extinguished as a result. If you wish to complain when you return home, write to the Supplier/Principal. You will see their name and contact details in any confirmation documents we send you.

If you wish to complain about any service we have provided to you (i.e. our booking service) then please contact us directly and see the details in clauses 20 (Complaints) & 24 (Association Memberships), above.

## **30. Links**

Our website may contain links to other websites that we do not operate or control and for which we are not responsible ("Other Websites"). We provide these links for your reference and convenience and do not endorse the contents of Other Websites and accept no responsibility for them or for any loss or damages that may arise from your use of them. You should refer to the separate terms of use, privacy policies and other rules posted on Other Websites before you use them. You agree not to create a link from any website, including any website controlled by you, to our website.

# **SECTION D – SINGLE SERVICE BOOKINGS**

**This section only applies on the occasion that we sell single service bookings as a Principal – we will make this clear to you at the time of booking. Please read this section in conjunction with Section A of these Booking Conditions.**

## **31. If You Change or Cancel Your Single Service Booking**

### **Changes:**

If, after confirmation, you wish to change your booking in any way, we will endeavour to make these changes if they are possible. Where we can meet a request, all changes will be subject to payment of an amendment fee of £20.00 per person per change, as well as any costs and charges incurred by us and/or incurred or imposed by any of our suppliers in making this change.

**Note:** Certain single service arrangements may not be changeable after confirmation and any alteration may result in a cancellation charge of 100%.

### **Cancellations:**

If you, or any member of your party, decides to cancel your booking once you must notify us by recorded delivery post or by email. 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. The person to notify us of any cancellation must be the same person that originally signed the booking form.

Should one or more member of a party cancel, it may increase the per person holiday price of those still travelling and you will be liable to pay this increase.

Since we incur costs in cancelling your arrangements, you will have to pay the cancellation charges as follows:

<b>Period before departure date within which written notification is received at our offices</b>	<b>Cancellation Charge</b>
More than 60 days prior to departure	Loss of deposit
Between 30 - 59 days prior to departure	50% of total holiday cost
Between 7 - 29 days prior to departure	75% of total holiday cost
Less than 7 prior to departure	100% of total holiday cost

**Important 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% for that part of the arrangements in addition to the charges above.**

Where possible, we will deduct the cancellation charge(s) from any monies you have already paid to us.

This clause outlines the rights you have if you wish to cancel your single service booking. Please note that there is no automatic statutory right of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

### **32. If We Change or Cancel Your Single Service Booking**

We may in exceptional circumstances be required to cancel your booking in which case a full refund of all monies paid will be made to you. We regret we cannot meet any expenses or losses that you may incur as a result of change or cancellation.

Very rarely, we may be forced due to Events Beyond Our Control (please see clause 3) to change or terminate all or some of your arrangements after departure. If this situation does occur, we regret we will be unable to make any refunds, pay you compensation or meet any costs or expenses you incur as a result.

### **33. Our Responsibilities for your Single Service Booking**

- (1) Subject to the remainder of this clause, we have a duty to select the suppliers of the services making up your booking with us with reasonable skill and care. We have no liability to you for the actual provision of the services, except in cases where it is proved that we have breached that duty and damage to you has been caused. Therefore, providing we have selected the suppliers/subcontractors with reasonable skill and care, we will have no liability to you for anything that happens during the service in question or any acts or omissions of the supplier, its employees or agents.
- (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; or
- (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 required 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 you in total. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your booking.

- (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.