



CONSOLIDATED FLIGHT TICKET TERMS & CONDITIONS

Introduction

These Booking Terms & Conditions, together with any other information brought to your attention including our Important Travel Information document when you booked your flight only reservation, forms the basis of your contract with Travel Counsellors Ltd (a company incorporated in England and Wales, with registered number 2133414 and registered office at Travel House, Churchgate, Bolton, Lancashire, BL1 1TH), hereafter, in these Booking Terms & Conditions, called "Travel Counsellors", "we" or "us". Please read them carefully as they set out our respective rights and obligations and all bookings are accepted by Travel Counsellors subject to these Booking Terms & Conditions. In these Booking Terms & Conditions references to "you" and "your" include the lead-named person on the confirmation invoice (who must be at least 18 years old at the time of booking, however in some countries such as the USA, the lead-named person must be at least 21 at the time of booking) and all persons on whose behalf a booking is made. All passenger names on the travel documentation must be the same as per their passport details. Please note your booking is also subject to the Conditions of Carriage outlined by your chosen airline.

1. Financial Protection

When you buy an ATOL protected flight ticket from us you will receive a Confirmation Invoice from us confirming your arrangements and your protection under our Air Travel Organiser's Licence number 6751. In the unlikely event of our insolvency and in cases where your flight ticket(s) has not been issued, the Civil Aviation Authority (CAA) will ensure that the monies you have paid to us in lieu of your ticket(s) will be financially protected. For further information, visit the ATOL website at www.caa.co.uk

2. Pricing and Accuracy

We endeavour to ensure that all the flight information and prices that we give to you are accurate, however occasionally minor errors occur. We reserve the right to correct prices in such circumstances and if any flight information changes, we will do everything possible to tell you if we believe the change will significantly affect your travel arrangements. The price quoted to you at the time of booking, and the price subsequently confirmed in writing on your confirmation invoice, are based on negotiated contract rates with our airline suppliers. The price of your flight cannot be guaranteed by the airline until you have paid in full and the ticket has been issued. We reserve the right to impose surcharges in, or caused by, but not limited to: the cost of fuel; dues, taxes or fees; and currency exchange rates. The amount of notice that we receive of a surcharge will vary from airline to airline. In the event that the surcharge levied exceeds 10% of the cost of your flight, we will give you the right to cancel your flight, provided that we receive notice of the cancellation within the time dictated by the airline and notified by us to you. We have no control or jurisdiction over prices charged directly for the same service and we will accept no responsibility or liability for differing prices. Generally the lower the fare, the more restrictions there will be.

3. Booking and Payment

A deposit or possibly full payment is required at the time of booking and will vary according to the flight class and fare booked. You should be aware that full payment is more often required for consolidated air fares and this will be confirmed to you at the time of booking. Please be aware that once airline tickets have been paid in full and the ticket(s) has been issued, the airline rules on cancellations and amendments will apply and fares may not be refundable.

If you pay a deposit, you must pay the balance twelve weeks before departure. Please be aware that until the ticket(s) is issued the taxes cannot be guaranteed. Should an airline contact us before your balance due date to advise the fare is to increase we will advise your Travel Counsellor, who will give you the option to pay in full to protect the fare quoted; please note that the tax on the tickets can never be guaranteed until ticket issue. If you book your flight reservation within twelve weeks of departure, you must pay the full cost of your ticket(s) at the time of the booking.

If you fail to pay any remaining amount owed by the balance due date, we are entitled to cancel your booking and the cancellation charges set out in clause 11 below will apply. If payment is late, we cannot guarantee the original cost of the flight.

4. Your Contract with Us

Once we have issued your confirmation invoice you will have a contract with us in relation to the flights that we have agreed to arrange in accordance with these Booking Terms & Conditions. Our obligations under that contract are limited to reserving your flight with the airline and providing you with a ticket. The airline's conditions of carriage will apply to your booking, along with the relevant terms & conditions of Travel Counsellors.

5. Our Responsibility to You

As we are not a carrier, we do not enter into a contract for carriage with you and have no liability for the flight itself or for the acts/omissions of the airline or any of its employees, agents, suppliers or sub-contractors. In the event of Travel Counsellors being found liable on any basis, our liability in any event will be limited to a maximum cost of the flight concerned and only after the failure to find suitable alternatives the criteria for which is outlined in section 7 under 'significant change'. We will have no liability where any change or cancellation results from Force Majeure.

6. Important Notice in Respect of Limits on Liability

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 (with respect to international air travel). You can ask for copies of these Conventions from our offices or they are readily available to you online. 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) 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.

(iii) 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.

(iv) Please note, we cannot accept any liability for (a) any damage, loss or expense or other sum(s) of any description 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) any business losses.

(v) We will not accept responsibility for services or facilities which do not form part of our agreement.

(vi) The promises we give to you regarding the services we have agreed to provide or arrange as part of the contract, and the laws and regulations of the country in which your claim or complaint occurred, shall be used as the basis for ascertaining whether or not the services in question have been properly provided. If the services in question which caused the claim or complaint complied with the local laws and regulations applicable to those services at that time, the services shall be treated as having been properly provided. This shall be the case even if the services did not comply with the laws and regulations of the UK which would have applied if those services had been provided in the UK.

(vii) In respect of any claims for loss of or damage to property including luggage which are not covered by international conventions including the Athens Convention and/or the Montreal Convention and where liability is not limited by reference to any enactment, terms or conditions, then any legal liability that Travel Counsellors or its suppliers may have for any such losses will be limited to £50.00 per passenger. Travel Counsellors or its suppliers will not be liable for lost valuables including jewellery and/or monies under any circumstances. Passengers must ensure that their personal possessions and valuables are with them at all times and in the case of loss are fully covered by appropriate insurance cover.

7. Changes and/or Cancellation by Us

It is unlikely that we will have to make changes to your booking arrangements but occasionally, as we make the arrangements for your booking many months ahead, we or your airline may have to make alterations both before and after bookings have been confirmed and/or cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we reserve the right to do so at any time.

We have no control over airline cancellations or changes to flight itineraries. All flight timings are provided by the airlines concerned and are guidelines only and subject to change. We have no choice but to reserve the right to make changes to and cancel confirmed flight bookings when the airline makes this decision. Where we are advised of any change or cancellation to your flight reservation by the airline, we will advise you as soon as possible along with the options offered by the airline. In such cases Travel Counsellors cannot be held responsible for any additional costs, cancellation costs or amendment charges related to the necessary cancellation or amendment of other arrangements you may have made as part of your itinerary.

Occasionally we have to make a "significant change" such as:

(a) A change to your departure from the UK by more than 12 hours
If a "significant change" or cancellation of your booking becomes necessary, we will inform you as soon as is reasonably possible before your departure. If we have to make a "significant change" or cancel your booking, and provided that there is time to do so before departure, we will offer you three options:

(a) accepting the alternative booking arrangements as offered to you; or
(b) transferring to an alternative booking either provided by the same airline or if the airline have agreed to refund, alternative arrangements sourced by Travel Counsellors (please note that the price may differ from your original booking); or

(c) cancelling your booking (together with a refund of any booking fee paid).

In the case of (b) and (c) above, we will offer you compensation of £30 if we have to make changes within eight to two weeks of your departure, or £50 if we have to make changes less than 14 days before your departure. However, we will not pay compensation if the changes are a result of force majeure (unforeseen circumstances) such as war, riots, civil tension, terrorist activities, industrial disputes, fire, technical problems in transport, closure of ports, or similar events beyond our control. Please note that we will not pay compensation for schedule changes by your airline of which we could not have been aware or foreseen at the time of your booking.

8. Force Majeure

Except where otherwise expressly stated in these booking terms and conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by any event which we or the supplier(s) of the service(s) in question could not, even with all due care, foresee or avoid. These events can include, but are not limited to war, threat of war, civil strife, terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority including port or river authorities, industrial dispute, lock closure, natural or nuclear disaster, fire, chemical or biological disaster and adverse weather, sea, ice and river conditions, standing or foundering of the vessel or breakdown or failure of or damage to the vessel or its hull or machinery or fittings howsoever and whosoever any or the same may arise or be caused, requisitioning of the vessel, inability to secure or failure or supplies including fuel, and all similar events outside our or the supplier(s) concerned control. Advice from the United Kingdom Foreign & Commonwealth Office to avoid travel to or to leave a particular country may constitute Force Majeure. We will follow the advice given by the United Kingdom Foreign & Commonwealth Office.

9. Travel Insurance

It is a condition of your contract with us that you and all members of your party have insurance cover for the duration of your trip and it is advisable that insurance is purchased at the time of booking to protect you against the possible loss of monies due to unforeseen cancellation. All policies should include full medical cover specific to the individual needs of each member of your party and the type of activities you and your party will be undertaking as part of your trip.

We would be pleased to offer you an insurance policy but if you choose to arrange your own insurance, please ensure that it provides adequate and suitable cover. We do not check individual insurance policies however we reserve the right to request written details (insurer's name, policy number and emergency contact number) of your policy.

You will be responsible for indemnifying us in full against any losses, damages, expenses, costs and all liabilities including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expense suffered or incurred by us arising out of:

(a) your (you and all members of your party) failure to take out appropriate insurance

(b) your (you and all members of your party) insurance cover being deemed to be invalid and or inadequate

(c) any claim made against us by a third party for death, personal injury or damage to property arising out of or in connection with the above which is attributable to the acts or omissions of you and your party.

10. Changes by You

If you wish to change any part of your booking arrangements after our confirmation invoice has been issued, the person who made the booking must inform us in writing or by email as soon as possible. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change. Changes to flight reservations are often treated as a full cancellation by airlines; dependent on the ticket booked you may not be able to make any changes after we have confirmed the booking without purchasing a new ticket. Where the airline allows changes to the ticket, the airline fees and increases in fare will be charged to you. In addition we will also charge an amendment fee per ticket, the cost of which will be confirmed to you at time of your request to amend your ticket.

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 and cancellation fees will be payable as advised by the airline applicable to the class of ticket you have purchased.

11. Cancellation by You

You may cancel your booking at any time but you must contact your Travel Counsellor for guidance on the cancellation fees applicable to your reservation. You should be aware that dependent on the class of ticket booked the cancellation imposed on your ticket by the airline can be as much as 100% of the fare paid. Once you are aware of the cancellation charge and you or any other member of your party wishes to cancel your flight ticket the person who made the booking must notify us in writing (we recommend Special Delivery to ensure that you cancellation notice reaches us in good time) or by email as soon as possible. Your notice of cancellation will only take effect on the day it is received and cancellation charges will be applied from this date. Please note that insurance premiums and amendment charges are not refundable in the event of cancellation. We recommend that you take out appropriate travel insurance to cover such charges as you may be able to claim back the cancellation fees if the reason for cancellation is covered by your insurance policy.

12. Curtailment

If you are forced to return home early, you will be responsible for any additional flight costs. Before making alternative flight arrangements we recommend that you contact the airline or your Travel Counsellor for further advice as you may be allowed to amend your return ticket for a higher class of fare or amendment fee. Travel Counsellors cannot refund the cost of any services you have not used; however dependent on the circumstances you may be covered by your travel insurance.

13. Outward Flight Cancellations (No Shows)

If for any reason you miss or are about to miss your outward flight, you must contact the airline immediately or your Travel Counsellor, if you are still intending to travel. Failure to do so may result in you being recorded as a no show and your return flight being cancelled. Protection of your return ticket may be dependent on the class have fare you have purchased.

14. Seat reservations and Special Requests

Seat reservations can be booked on your behalf and we suggest contacting your Travel Counsellor if this is required. Airlines reserve the right to alter or cancel all seat requests, should schedules or aircraft need to be changed, in such instances Travel Counsellors cannot be held responsible and will not be a breach of contract on our part.

We are happy to pass on your special requests to the relevant service provider, but we cannot guarantee that your request will be met. We regret that we cannot accept any conditional bookings (i.e. any booking which is specified to be conditional on the fulfilment of a special request). For specific requirements, please refer to clause 15.

15. Medical Conditions and Specific Requirements

If you or any member of your party has any medical condition or disability which may necessitate additional assistance or service from the airline whether at the airport or on board the aircraft, please provide us with full details as soon as possible before you confirm your booking so that we can provide the airline with the details of your requirements. You may be advised to contact the airline directly to confirm your assistance requirements. Dependent on your mobility equipment, the airline may require specific details to determine where your equipment will be stowed during the flight. You must also promptly advise us if any medical condition or disability which may affect your trip or flight develops after your booking has been confirmed, in case the arrangements made are no longer suitable. You may be required to obtain permission from your Doctor to travel or, as a condition of your travel insurance, disclose any existing medical conditions to your insurer.

Travel Counsellors will not be held responsible for the unsuitability of any service if full details of requirements are not given at the time of booking or if the medical condition or disability changes after booking. Please refer to Important Travel Information - Customers with Reduced Mobility or Disability.

16. Behaviour and Conduct

All customers are expected to conduct themselves in an orderly and acceptable manner and not to disrupt other passengers. If in our opinion or in the opinion of the Captain 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 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 the supplied services 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 supplier prior to your departure. 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.

17. Complaints

If a problem occurs whilst you are travelling, you must inform the relevant airline immediately so that the matter can be put right. If the airline cannot resolve the problem to your satisfaction, you must also contact Travel Counsellors immediately by telephoning our offices on the number on your travel documentation or your Travel Counsellor, so that we have the opportunity to help. In the event that the issue cannot be resolved at the time, you must write to us within 28 days of return from your trip quoting the original booking reference and giving all relevant information to; Customer Relations Department, Travel Counsellors Ltd, Travel House, 43 Churchgate, Bolton BL1 1TH or email us at customerrelations@travelcounsellors.com. PLEASE NOTE: - Failure to take the above steps will hinder our ability to resolve the problem and/or investigate it fully and your rights under the contract may be affected. We regret we cannot accept liability for any claims which are not notified to ourselves and/or our suppliers in accordance with this clause or are not directly related to the services we have reserved for you.

18. Flights

Please note that a flight described as "direct" (i.e. no change of aircraft) will not necessarily be non-stop. All flight timings are provided by the airlines concerned and are guidelines only and subject to change due to air traffic control restrictions, weather conditions, operational and maintenance requirements. We cannot be held liable if there is any change to a departure or arrival time previously given to you or shown on your ticket. When you receive your tickets and travel documents you should check them carefully as flight timings may have changed since you made your booking. You should also check for any errors as the information on the ticket is deemed correct unless we are advised by you of any errors within 72 hours of receipt. You are required to reconfirm your flights, with the airline, 72 hours prior to departure to ensure that no changes have been made to your flight. You must check-in on time as we are unable to make any special arrangements for you if you are delayed; these matters are at the sole discretion of the airline concerned. Most airlines now advise three to two hours before the stated departure time, dependent on your destination. We will not be liable for any costs you have to pay if you fail to check in on time. If you lose your ticket, dependent on the airline and any ticketing restrictions or fare regulations, you may be required to purchase a new ticket and we cannot guarantee or be responsible for the airline authorising a refund as this is entirely at the airlines discretion. Your travel insurance may offer you cover for such an event. Please note where a sector of a flight itinerary is not utilised without first contacting the airline directly, this will be classed as a no-show and any remaining sectors may be subject to cancellation without any notice to you.

19. EU Law – Air Safety

EU Law requires that we notify you of the existence of a "Community list" (available for inspection at http://ec.europa.eu/transport/airban/list_en.htm) detailing air carriers that are subject to an operating ban with the EU.

20. EU Law – Denied Boarding Regulation 261/ 2004

Under EU Law, you have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, downgrade, cancellation or a delay to your flight. Full details of these rights will be published at EU airports and will also be available from airlines. Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of the price of your arrangements from us. You must pursue the airline for the compensation due to you as the full amount of your entitlement to any compensation or other payment is covered by the airline's obligations under these regulations. The fact a delay may entitle you to cancel your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight. You must contact Travel Counsellors before acting to cancel a flight or associated arrangements. Some insurance policies provide cover for long delays and you should check your policy for further information.

21. Passports, visas and health requirements

It is your responsibility to check and fulfil 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. 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 UK Passport Office on 0300 222 0000 or visit www.gov.uk/browse/abroad/passports. Special conditions apply for travel to the USA and all passengers must have individual machine readable or biometric passports. For further details, please check <http://london.usembassy.gov>. For European holidays you should obtain a European Health Insurance Card (EHIC) prior to your departure. If you are a UK resident, you are entitled to reduced cost or sometimes free emergency medical treatment from state health care providers in the EEA (European Economic Area) countries and Switzerland. For further details, please check www.ehic.org.uk/. Up to date travel advice can be obtained from the Foreign and Commonwealth Office website at www.gov.uk/browse/abroad/travel-abroad. 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.

22. Flying via other countries or transiting

You must be aware of the countries you are transiting before reaching your final destination. You may be required to have a visa to enter a transiting country even though you will be only passing through the airport. For instance all flights via the USA will require you to have an ESTA.

23. Data Protection

For the purposes of the Data Protection Act 1998 we are a data controller. In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements we need to collect certain personal details from you. These will include, where applicable, the names and addresses of party members, credit/debit card or other payment details and special requirements such as those relating to any disability or medical condition which may affect the chosen travel arrangements and any dietary restrictions which may disclose your religious beliefs. If we need any other personal details, we will inform you. We must pass on your personal details to the companies and organisations who need to know them so that your travel arrangements can be provided (for example your airline, hotels, transport companies, credit/debit company or bank). The information may also be provided to security or credit checking companies, public authorities such as customs/immigration if required by them, or as required by law. We have appropriate security measures in place to protect the personal details you give us. Where your travel arrangements are to take place outside the European Economic Area (EEA), controls on data protection in your destination may not be as strong as the legal requirements in this country. We will not however pass any information on to any company and/or organisation not responsible for providing any part of your travel arrangements. Where you provide us with personal details relating to any special requirements such as those mentioned above, you consent to this information being passed onto any organisation or companies responsible for any part of your travel arrangements whether in the EEA

or not. If we cannot pass this information to the relevant suppliers, we cannot provide your travel arrangements.

We are entitled to assume you do not object to our doing any of the things mentioned above unless you tell us otherwise in writing or by email. You are generally entitled to ask us (by letter or e-mail) what details of yours are being held or processed, for what purpose and to whom they may be or have been disclosed. We will charge a fee (as determined by the Data Protection Commissioner) to respond to such a request. In limited circumstances we are entitled to refuse your request. We may use your details in order to notify you of other offers and promotions which might be of interest to you. Please inform us at the time of booking if you do not wish us to do so. Where any future offers are sent to you by email, we will always give you the opportunity to opt out and be removed from our mailing list.

Except where expressly permitted by the Data Protection Act 1998, we will only deal with the personal details you give us as set out above unless you agree otherwise.

24. Travel Documents

Providing we have received full payment for your trip, we will send you your travel documentation approximately four weeks before your departure. Your flight ticket is usually in the form of an e-ticket. Please ensure that you check all of the details and immediately notify us of any inaccuracies or any other queries you have on receipt of the documentation.

25. Recorded Calls

Please note that calls pertaining to your booking enquiry may be recorded for training and security purposes.

26. Law and Jurisdiction

These Booking Terms & Conditions and any contract to which they apply are governed in all respects by English Law. Any dispute, claim or other matter which arises out of or in connection with your contract or booking will be dealt with by the Courts of England and Wales.

27. Booking Terms and Conditions Amendments

These Booking Terms & Conditions and any contract to which they apply are governed in all respects by English Law. Any dispute, claim or other matter which arises out of or in connection with your contract or booking will be dealt with by the Courts of England and Wales.

28. ATOL

"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 or a suitable alternative (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 this 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."