

NETFLIGHTS HOLIDAYS BOOKING CONDITIONS

These Booking Conditions together with the Important Information form the basis of your contract for all bookings with Travelbag Limited trading as Netflights Holidays (company registration number 01434872) whose registered office is situated at Glendale House, Glendale Business Park, Sandycroft, Nr Chester, CH5 2DL. For training and quality purposes telephone calls may be recorded.

These Booking Conditions apply to bookings of packages, accommodation only, flight only and/or Flight Plus travel arrangements. Please note that these booking conditions only apply to bookings made over the telephone with Netflights Holidays. If your booking is made online via www.netflights.com, your booking will be governed by different terms and conditions, which can be accessed [\[here\]](#).

If you are booking a package which contains a cruise element different booking conditions will apply. Please ask your travel consultant for a copy.

1. The meaning of the words used in these Booking Conditions

In these Booking Conditions, the following words have the following meanings (except where the context otherwise requires):-

“ABTA” means ABTA Limited of which Netflights Holidays is a member (No V0654)

“accommodation only” means any accommodation (of whatever type) which is arranged by us and does not form part of a package

“arrangements” means a package, accommodation only, flight only and/or Flight Plus, as applicable

“ATOL” means the Air Travel Organisers Licence of which Netflights Holidays is a holder (No. 2959)

“departure” means the commencement of your arrangements

“flight only” means any flight (of whatever type) which is arranged by us and does not form part of a package

‘Flight Plus’ exists where

1. You request to book a flight out of the UK, or a flight into the UK where you departed from the UK by another means and on the same day, the day before or the day after, you also request to book either living accommodation or self-drive car hire which takes place outside the UK and is supplied under or in connection with your flight. In all cases the services must cover a period of more than twenty four hours or include overnight living accommodation in order to make them a Flight-Plus.
2. If in connection with the flight, you also book any tourist services which are not ancillary to flight or living accommodation and which account for a significant proportion of the Flight-Plus, they will also form part of the Flight-Plus.
3. A Flight-Plus will also exist where on the same day, the day before or the day after you have requested to book: a) a non flight inclusive Package, you request to book a flight out of the UK, or a flight into the UK where you departed from the UK by another means or b) a flight inclusive Package, you request to book accommodation or self-drive car hire outside the UK.
4. A flight which begins and ends in the United Kingdom will not form part of a Flight-Plus.
5. A Flight-Plus will cease to exist and this clause will not apply if you cancel any component of your Flight-Plus; and as a consequence of that cancellation, the requirements in paragraph (1) are no longer satisfied.
6. Where you request to book a Flight-Plus, we will be a Flight-Plus Arranger in accordance with the definitions set out in Regulation 25 of The Civil Aviation (Air Travel Organisers’ Licensing) Regulations 2012.

“package(s)” means a pre-arranged combination of at least two of the following components when sold or offered for sale at an inclusive price and when the service covers a period of more than twenty four hours

or includes overnight accommodation:- (a) transport; (b) accommodation; (c) other tourist services not ancillary to transport or accommodation and accounting for a significant proportion of the Package

“party leader” means the lead passenger named on the booking documentation.

“shops” means our retail shops

“ticket(s)” means the document which, subject to compliance with all applicable requirements, will enable you to gain access to your flight. References to a “ticket” includes an e-ticket and any equivalent document.

“telesales services” means our telephone booking reservation services

“we”, “us” and “our” means Netflights Holidays

“you”, “your” and “party members” means all persons named on the booking (including anyone who is added or substituted at a later date) or, where the context requires, any of them.

2. Making your booking

The party leader must be at least 18 and must be authorised to make the booking on the basis of these Booking Conditions by all persons named on the booking. In making the booking, the party leader confirms that he/she is so authorised and that all party members agree to be bound by these Booking Conditions. The party leader must ensure that all information provided to us is accurate and complete and must use their own debit or credit card to make the booking. If the debit or credit card belongs to a third party, the party leader must have that person’s express authority to use it and must have confirmed this to us in writing in advance. The party leader is responsible for making all payments due to us and for passing on to all party members all information and documents provided by us. We can only communicate and send documents to the party leader.

The payments set out in clause 5 “Payment” below must be made at the time you make your booking request. Subject to the availability of all component parts of your requested arrangements and receipt by us of all applicable payments, your booking will be confirmed by the issue of a confirmation invoice. Your contract will come into existence as set out under clause 7 “Your contract”. No contract will exist before this point and we have the right to refuse to accept any booking.

The minimum deposit or full payment as stipulated in clause 5 must be paid at the time you make your booking request. On receipt of this we will provide you with a booking reference (which you should quote at all times when corresponding with us). If we are able to confirm your booking request, we will take payment from your debit or credit card and send you a confirmation invoice. If we cannot or do not do so, we will notify you accordingly and any payment which has been made will be refunded.

3. Booking process

By providing us with your personal and payment details over the phone, you are making us an offer to purchase the arrangements selected by you, if they are available. When we receive this offer, we will contact the supplier of the arrangements concerned. Each supplier will require a short period of time to check to see if your chosen arrangements are still available at the price quoted. We will not take any payment from you at this stage.

When you make an offer to us to purchase the arrangements selected and should the arrangements requested be available at the price quoted payment will be taken from you at this stage and your booking will be confirmed by the issue of a confirmation invoice. Your contract will come into existence as set out under clause 7 “Your contract”.

If the arrangements are available but not at the price quoted, we will contact you by telephone or by email to give you the option to purchase the arrangements at the revised priced. Your booking will be confirmed by the issue of a confirmation invoice and your contract will come into existence as set out under clause 7 “Your contract”.

Please note that if larger groups want to be sure of sufficient availability for any flights/hotels they should call our call centre and make a booking as one single group - if two parts of the same group book on two separate bookings and the holiday availability expires between the two bookings we regret therefore that we are unable to cancel the first booked holiday without applying cancellation charges as levied upon us by the tour operators.

4. Your confirmation invoice / ticket / other paperwork

Please check your confirmation invoice, ticket and any other documentation you receive in relation to your booking as soon as you receive it. Please contact us immediately if any information appears to be incorrect or incomplete as it may not be possible to make changes later. We regret we cannot accept any liability if we are not promptly notified of any inaccuracy in any documentation (including tickets). We will endeavour to rectify or arrange for the rectification of any errors but you will be responsible for any costs involved in doing so pursuant to clause 12.

5. Payment

In order to confirm your chosen arrangements, a minimum non-refundable deposit of £200 per person must be paid at the time of booking if you are booking more than 12 weeks in advance. A higher deposit may be payable depending on the particular arrangements booked and in some circumstances full payment for the arrangements may be required at the time of booking. Please check with us at the time of booking. Depending on the fare booked, full payment for flights may be required at the time of booking. Full details of the applicable payment will be given at the time of booking. If booking 12 weeks or less before departure, full payment must be made at the time of booking.

If not paid in full at the time of booking, the balance of the cost of your arrangements must be received by us no later than 12 weeks before departure. If we do not receive all payments due (including any surcharge where applicable) in full and on time, your booking will be treated as cancelled by you in accordance with clause 13.

6. Payment Method

We accept payment by credit/debit card. We do not accept payment via Solo or Electron. Please note there may be a handling charge payable for credit/debit card payments. At the date of publication of this Brochure, this handling charge will be 2.5% for credit card payments and 3.5% for Amex payments. There is no handling charge for payment by debit card. These charges are subject to change and you will be advised of the correct fee at the time of booking.

Please note, in addition to the price of your arrangements, there will be a minimum charge of £18.00 per booking administration fee or such other amount as may be amended from time to time. We will confirm the amount of this administration fee prior to your booking.

7. Your contract

When your booking is confirmed as set out in clause 2 "Making your booking", a legally binding contract between you and Netflights Holidays comes into existence.

These Booking Conditions and any agreement to which they apply are governed in all respects by English law. We both agree that English law (and no other) will apply to any dispute, claim or other matter which arises between us out of or in connection with your contract or booking.

We both also agree that any dispute, claim or other matter of any description (and whether or not involving any personal injury) which arises between us must be dealt with under the ABTA Arbitration Scheme (if the scheme is available for the claim in question – see clause 21) or by the Courts of England.

8. Dispatch of travel documents

Travel documents are usually ready for dispatch to you at least two weeks before departure, but cannot be released until we have received full payment in cleared funds. We recommend that all documents are sent

via registered post/courier service, for an additional fee. If you do not want us to send via this method we will post your travel documents via first class post to the billing address of the party leader. In some circumstances it may be possible to email travel documents to you, dependent upon the size and format of the travel documents.

We do not accept responsibility for documents mislaid or lost by the Royal Mail. If your documents are lost or stolen, it will be necessary for you to complete an indemnity form. The booking terms and conditions of the relevant airline and/or supplier will govern the reissue of lost or stolen tickets. Some airlines or suppliers are prepared to issue replacement tickets immediately (but may impose a fee for this); others may require full payment again before they will reissue replacement tickets (they will then usually refund the amount paid for the original travel documents at a later date, which for some airlines can be up to 12 months). You will be responsible for paying any fees (including our administration fee), losses and/or expenses incurred in respect of the reissue of lost or stolen tickets.

9. The cost of your arrangements

Supplements/surcharges may be applicable for peak times including but not limited to bank holidays, special events and Christmas/New Year.

Despite our best efforts, errors in advertised prices and other details occasionally occur and hotel descriptions and facilities can change even after our brochure has been printed. We reserve the right to correct such errors and information at any time. You must check the price of your arrangements at the time of booking. Please note that you will be responsible for any additional payments due to third parties not included in the price of your arrangement such as local taxes on hotel stays.

In order to guarantee the price of arrangements confirmed at the time of booking or any element of them (for example, any flight(s)), you may be required to make full payment for the arrangements/element(s) concerned at the time of booking/prior to the balance due date. If you fail to meet any such request, any increase(s) in the price will be passed on to you. However, we would like to draw your attention to the fact that it may not always be possible to guarantee the price by making payment as set out above in which case any increase(s) will be passed on as set out below.

Once the price of your arrangement(s) has been confirmed, then subject to the correction of errors we will only increase or decrease the price in the following circumstances; price increases/decreases after booking will be passed on by way of a surcharge or refund. A surcharge/refund will be payable, subject to the conditions set out in this clause, in the event of any change in our transportation costs or in dues, taxes or fees payable for services such as landing taxes or embarkation or disembarkation fees at airports or in the exchange rates which have been used to calculate the cost of your holiday. Even in the above cases, only if any increase exceeds 2% of the total cost of your arrangements (excluding any amendment charges) will we levy a surcharge.

In the event that any surcharge is greater than 10% of the total cost of your arrangements (excluding any amendment charges), you will be entitled to cancel your booking and receive a full refund of all monies you have paid to us (except for any amendment charges) or alternatively purchase other arrangements from us as referred to in clause 14 "Changes and Cancellation by us".

You have 14 days from the surcharge invoice issue date to tell us if you want to cancel or purchase other arrangements. If we do not hear from you within this time, we are entitled to assume that you will pay the surcharge. Any surcharge must be paid with the balance of the cost of your arrangements or within 14 days of the surcharge invoice issue date, whichever is the later. No surcharge will be levied within 30 days of your departure. No refunds will be payable if any decrease in our costs occurs within this period either.

A refund will only be payable if any decrease in our costs exceeds 2% as set out above. Where a refund is due, we will pay you the full amount of such decrease.

Please note that our prices are based on bookings made by UK residents only. If you are not a UK Resident, you may be liable upon check-in/check-out for additional charges. Netflights Holidays will not be liable for such additional charges. For the avoidance of doubt, if you have a GCC visa, you will be classed as a non-UK resident for the purpose of this clause.

10. Special requests, disabilities and medical conditions

If you have any special request, you must advise us at the time of booking. We regret we cannot guarantee any request will be met unless we have specifically confirmed it in writing. Confirmation that a special request has been noted is not confirmation that it will be provided. All special requests are subject to availability. Failure to meet any special request will not constitute a breach of contract.

If you or any member of your party has any disability or medical condition which may affect your arrangements, please provide us with full details at the time of booking so that we can advise as to the suitability of the chosen arrangements. If we/the airline/other supplier reasonably feel unable to properly accommodate the particular needs of the person concerned, we reserve the right to decline the booking. In the event that full details are not given at the time of booking, we reserve the right to cancel the booking when we become aware of these details. Cancellation charges in accordance with clause 13 will apply.

11. Insurance

Adequate travel insurance is essential. We have various policies available. Please read your policy details carefully. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs. 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.

12. Changes by you

Should you wish to make any changes to your confirmed arrangements, you must notify us in writing as soon as possible. Whilst we will endeavour to assist, we cannot guarantee any such requests will be met. Where a requested change can be made, a non-refundable amendment fee of £50 per person, per component affected will be payable together with any costs or charges incurred by ourselves or incurred or imposed by any airline or supplier.

Some suppliers/airlines, special fares/costs are in some cases non-refundable as soon as they are booked. In addition some suppliers/airlines, may consider a name change or other change to an existing booking as a cancellation and rebooking with up to 100% cancellation charges payable by you. Please check at the time of booking.

If any member of your party is prevented from travelling, the person(s) concerned may be able to transfer their place provided we are notified not less than 2 weeks before departure. The request must be made in writing by the party leader to the sales agent who made your booking.

Where a transfer to a person of your choice can be made, all costs and charges incurred by us and/or incurred or imposed by any of our suppliers as a result together with an amendment fee of £50 per person must be paid before the transfer can be effected.

For flight inclusive bookings, you must pay the charges levied by the airline concerned. As most airlines do not permit name changes after tickets have been issued, you will have to pay the full cost of an alternative flight (if available) if you wish to transfer after tickets have been issued. If you require an alternative flight then we must be notified in writing not less than two days before departure upon which we shall endeavour to secure an alternative flight.

13. Cancellation by you

Should you or any member of your party need to cancel your confirmed arrangements, the party leader must immediately notify us in writing. Your notice of cancellation will only be effective when it is received by us.

The following cancellation charges* will be payable where you cancel or your booking is cancelled in accordance with these Booking Conditions (e.g. where you fail to make payment as required) except where otherwise stated. The cancellation charges set out below exclude any amendment charges. Amendment charges and insurance premiums are not refundable in the event of the person(s) to whom they apply cancelling.

Please note that where an outbound portion of your flight coupon is not used, the return sector will be automatically cancelled by the airline and will be classed as void. No automatic right to any refund exists for part-used tickets.

Period before departure and cancellation charge

*63 days or more:	Total flight cost plus 35% of all other elements relating to the booking (or the deposit amount whichever is the greater)
62 - 42 days:	Total flight cost plus 50% of all other elements relating to the booking (or the deposit amount whichever is the greater)
41-34 days:	Total flight cost plus 70% of all other elements relating to the booking (or the deposit amount whichever is the greater)
33 - 21 days:	Total flight cost plus 90% of all other elements relating to the booking (or the deposit amount whichever is the greater)
Less than 21 days:	100% of total cost of booking.

*These cancellation charges apply to all bookings, except where a booking includes items or services where our suppliers' own cancellation charges exceed those shown above. Please enquire at the time of booking as up to 100% cancellation charges may apply from the time of booking.

In the event of cancellation by some party members, additional charges may be payable. Any such additional charges must be paid at the time of cancellation or with the balance of the cost of the arrangements as advised.

Cancellation by you of a flight only booking

Should you or any member of your party need to cancel your confirmed arrangements, the party leader must immediately advise us in writing. Your notice of cancellation will only be effective when it is received by us. The cancellation charge of flight only bookings will be 100% of the cost of the booking.

14. Changes and cancellation by us

Arrangements are often made many months in advance. Occasionally, we, airlines and/or suppliers have to make changes to and correct errors in published and other details both before and after bookings have been confirmed and cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so. However, we will only cancel your confirmed booking 8 weeks or less before departure where you have failed to comply with any requirement of these Booking Conditions entitling us to cancel or where we are forced to do so as a result of circumstances outside our control or because an insufficient number of people have booked your chosen arrangements and we have notified you of this not less than 8 weeks before departure.

Most changes are minor. Occasionally, we have to make a significant change. Examples of significant changes include the following changes when made before departure;

- a change of accommodation to that of a lower official classification or standard for the whole or a major part of the time you are away;
- a change of outward departure time resulting in the overall length of time you are away being reduced by twenty four hours or more. For the avoidance of doubt this does not include delays at the airport on the day of departure; or
- a change of UK departure point to one which is substantially more inconvenient for you (except between airports within or around the same city for example London Gatwick and Stansted Airports).

If we have to make a significant change or cancel, we will tell you as soon as possible. If there is time to do so before departure, we will offer you the choice of the following options:-

- a. accepting the changed arrangements or

- b. purchasing alternative arrangements from us, of a similar standard to those originally booked if available (if the alternative is less expensive than the original arrangements, we will refund the difference but if more expensive, we will ask you to pay the difference) or
- c. cancelling or accepting the cancellation in which case you will receive a full refund of all monies you have paid to us.

Please note, the above options are not available where any change made is a minor one.

In relation to packages only, if we have to make a significant change or cancel after the date you have to pay the balance of the cost of your arrangements, we will (as a minimum where compensation is due), subject to the following exceptions pay you the compensation payments set out in the table below depending on the circumstances and when the significant change or cancellation is notified to you and provided we have received full payment.. Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care or where we cancel more than 8 weeks before departure because an insufficient number of people have booked your chosen arrangements.

Period before departure a significant change or cancellation is notified to you	Compensation per person (excluding infants)
56 days or more	Nil
55 to 29 days	£10
28 to 14 days	£20
14 days or less	£30

In relation to packages only, 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.

No compensation will be payable and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these Booking Conditions entitling us to cancel (such as paying on time) or where any change is a minor one.

Very rarely, we may be forced by “force majeure” (see clause 15) to change or terminate your holiday after departure but before the scheduled end of your time away. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds, pay you any compensation or meet any costs or expenses you incur as a result.

15. Force Majeure

Except where otherwise expressly stated in these Booking Conditions, Netflights Holidays, airlines and other suppliers will not be liable for any change, compensation, cancellation, effect on your holiday, loss, damage or expense of any nature or description you suffer or incur or failure to perform or properly perform any contractual obligation(s) which is due to any event(s) or circumstance(s) which Netflights Holidays, the airline or other supplier, could not, even with all due care, foresee or avoid. Such events may include but are not limited to war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire, flood, pandemics, systems failure and all similar events outside the control of the party concerned.

16. Flight information

The flight timings given on booking are for general guidance only and are subject to change. The latest flight times will be those shown on your tickets. You must accordingly check your tickets carefully immediately on receipt to ensure you have the correct flight times. It is possible that flight times may be changed even after tickets have been despatched.

We are not liable if there is any change to a departure or arrival time previously given to you or shown on your ticket. Please reconfirm your flights with the airline.

Please note that a flight described as "direct" will not necessarily be non-stop. Where a sector of a flight itinerary is not utilised without contacting the carrier directly, any remaining sectors may be subject to cancellation without further notification. Where this situation arises we are unable to accept responsibility for any costs incurred.

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 within the EU Community.

17. Flight delay

Unfortunately, delays sometimes occur. Depending on the length of the delay and surrounding circumstances, the airline concerned should provide refreshments when and where appropriate. Netflights Holidays is not in a position to provide any assistance in the event of flight delay and cannot accept any liability except where expressly stated in these Booking Conditions.

18. Denied Boarding Regulations

If any flight you have booked is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline in circumstances which would entitle you to claim compensation against the airline under EC Regulation No 261/2004 – the Denied Boarding Regulations 2004, 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 airlines obligations under these regulations. For further information you should contact the Civil Aviation Authority www.caa.co.uk.

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. We have no liability to make any payment to you in relation to the Denied Boarding Regulations or in respect of any flight cancellation or delay, downgrading of any flight ticket or denial of any boarding.

19. Our Liability to you

(1) In respect of Packages

We will accept responsibility for the package 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) In respect of Non-Packages

We have a duty to select the suppliers of your non-packaged arrangements with reasonable skill and care. Except as stated otherwise in these terms, we have no liability to you for the actual provision of the arrangements, except in cases where it is proved that we have breached that duty and damage to you has been caused. Therefore, provided we have selected the suppliers with reasonable care and skill, 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.

(3) In respect of any booking, we will not be responsible for any injury, illness, death, loss, (for example loss of enjoyment or any other loss of any description) damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following:-

- a. the act(s) or omission(s) of the person(s) affected or any member(s) of their party; or,
- b. the act(s) or omission(s) of a third party not connected with the provision of your holiday which we could have predicted or avoided; or,
- c. force majeure as defined in clause 15 above.

(4) Please note, we cannot accept responsibility for any services which do not form part of our contract; for example, any additional services or facilities which your hotel or any other supplier agrees to provide for you.

(5) As set out in these Booking Conditions, we limit the maximum amount we may have to pay you for any claims you may make against us.

(6) Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money), the maximum amount we will have to pay you is the maximum amount payable for the claim in question under the insurance policy we offer as set out under the heading "Summary of Principal Cover". These limits apply whether or not you take out our recommended insurance policy. When dealing with any such claim, we will use the definitions contained in this policy. A copy of the policy wording can be provided on request. For all other claims which do not involve death or personal injury, if we are found liable to you on any basis the maximum amount we will have to pay you is twice the price (excluding insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim under clause 19 E below. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your holiday.

(7) Where any claim or part of a claim relates to any transport (including the process of getting on/off the transport) provided by any air, sea, rail or road carrier or any stay in a hotel, the maximum we will have to pay you in respect of that claim or that part of a claim if we are found liable to you on any basis is the maximum which would be payable by the carrier or hotelier concerned would have to pay under the international convention or regulation which applies to the travel arrangements or hotel stay in question (for example, Athens Convention for international travel by sea, Warsaw Convention as amended or unamended the Montreal Convention for international travel by air and/or for airlines with an operating licence granted by an EU country, the EC Regulation on Air Carrier Liability No 889/2002 for national and international travel by air, the Berne Convention for international travel by rail). Where the carrier or hotelier would not be obliged to make any payment to you under the international convention or regulation in respect of a claim or part of a claim, we are similarly not obliged to make a payment to you for that claim or part of the claim. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the carrier or hotelier for the complaint or claim in question.

(8) Please note, we cannot accept any liability for any damage, loss, 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) which did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers. Additionally we cannot accept liability for any business losses.

(9) In respect of a Flight-Plus

- a. The failure or insolvency of a provider will have the meaning prescribed in Regulation 23 of the ATOL Regulations 2012.
- b. If, before your intended departure on a Flight-Plus we become aware that any part of your Flight-Plus will not be provided because of the insolvency of any person concerned with the provision of the arrangements making up a Flight-Plus we will provide you with suitable alternative arrangements at no extra cost. If it is impossible to make such arrangements, we will give you a full refund of all monies paid to us in respect of your Flight-Plus.
- c. If, after your intended departure on a Flight-Plus we become aware your flight arrangements will not be provided because of the insolvency of any person concerned with the provision of the flight accommodation making up your Flight-Plus we will provide you with suitable alternative transport back to the place of departure or to another return point to which you have agreed.
- d. If, after your intended departure on a Flight-Plus we become aware that your living accommodation or self-drive car hire will not be provided because of the insolvency of any person concerned with the provision of the living accommodation or self-drive car hire making up your Flight-Plus, we will provide you with suitable alternative living accommodation or self-drive car hire at no extra cost. If it is impossible to make such arrangements, we will give you a full refund of all monies paid to us in respect of all unused flight accommodation, living accommodation, self-drive car hire and other tourist services forming part of your Flight-Plus.
- e. Where suitable alternative arrangements are provided as set out in clauses 19 (9) (b) – (d) above, we will where appropriate, pay you reasonable compensation, to include any incidental expenses reasonably incurred by you and evidenced by receipts. Compensation will not be payable if living accommodation or self drive car hire is offered by us and accepted by you with a higher price than

that originally booked and is supplied in the same location as originally booked where no additional payment is made by you.

- f. We, or the suppliers of the services you have bought, will provide you with the services you have bought (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 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).

20. Complaints

In the unlikely event that you have any reason to complain about any arrangements whilst away, you must immediately inform the airline or supplier of the service(s) in question. This must be confirmed in writing to the airline/supplier as soon as possible. If the complaint cannot be resolved to your satisfaction, you should contact us on 0844 844 0855 Costs 7p/min + network extras option 2 8:45am - 6:30pm Monday to Friday and 9:15am - 5:30pm Saturday and Sunday, - or e-mail customer.relations@travelbag.co.uk as soon as possible. We will do our best to assist. If you remain dissatisfied, you must write to our Customer Relations Manager at Travelbag Limited, SP1/8, 8 Eliot Place Glasgow, G3 8EP within 28 days of the end of your arrangements giving your booking reference and full details of your complaint. Failure to follow the procedures set out in this clause will affect ours and the applicable supplier's ability to investigate your complaint, and will affect your rights under this contract.

21. Arbitration

We are a Member of ABTA, membership number V0654. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you an arbitration scheme for the resolution of disputes arising out of, or in connection with this contract. The arbitration scheme is arranged by ABTA and administered independently. It provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on you in respect of costs. The scheme does not apply to claims for an amount greater than £5,000 per person. There is also a limit of £25,000 per booking. Neither does it apply to claims which are solely in respect of physical injury or illness or their consequences. The scheme can however deal with compensation claims which include an element of minor injury or illness subject to a limit of £1,500 on the amount the arbitrator can award per person in respect of this element. Your request for arbitration must be received by ABTA within eighteen months of the date of return from holiday. Outside this time limit arbitration under the Scheme may still be available if we agree, but the ABTA Code does not require such agreement. For injury and illness claims, you can request the ABTA Mediation Procedure and we have the option to agree to mediation. Further information on the Code and ABTA's assistance in resolving disputes can be found on www.abta.com.

22. Passports, visas and health requirements

It is your responsibility to ensure that you are in possession of all necessary and up-to-date travel and health documents before departure. We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry correct documentation and/or provide personal details as may be required. If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly.

Those passengers with a non- British passport must check passport and visa requirements with the Embassy or Consulate of the countries to or through which you are intending to travel. For European holidays you should obtain a completed and issued form EHIC prior to departure.

All passengers flying to or via the USA must have machine-readable passports. Airlines operating to the US are required to obtain certain information from passengers prior to the departure of the flight from the UK. Other destinations may also require this information.

You should take up-to-date health advice about the health precautions you will need to take prior to departure. Information on health is contained in the Department of Health's leaflet (Health Advice for

Travellers) which can be obtained by telephoning 020 7210 4850. Further information can be obtained by visiting www.hpa.org.uk.

The Foreign and Commonwealth Office publishes regularly updated travel information on its website www.fco.gov.uk. We recommend you consult this website before booking and in good time before departure.

23. Conditions of suppliers

The services which make up your arrangements are provided by independent suppliers whose terms and conditions will apply. These terms and conditions may limit or exclude the supplier's liability to you. Copies of the relevant terms and conditions are available on request from ourselves or the supplier concerned.

24. Behaviour

It is your responsibility to ensure that you and all members of your party do not behave in a way which is inappropriate or causes danger, distress, offence or damage to others or which risks damage to property belonging to others (including but not limited to drunkenness and air rage). If, in our reasonable opinion or that of our suppliers, your behaviour is inappropriate and causes danger, distress, offence, or damage to others, or risks damage to property belonging to others, we and/or our agents and/or our suppliers (e.g. including representatives on their behalf such as hotel managers, airline pilots) may take appropriate action in order to ensure the safety and comfort of our customers and their property and that of our agents and suppliers, including terminating your arrangements, in which case our and our agents' and suppliers' responsibility to you will cease immediately and you will not be eligible for any refunds, payments of compensation and/or any reimbursement of any cost or expenses you may incur as a result of such termination. Further, you will be liable to reimburse us for any expenses we incur necessarily as a result of such termination.

25. Financial security

We provide financial security for flight inclusive packages, Flight Plus bookings and ATOL protected flights by way of a bond held by the Civil Aviation Authority under ATOL number 2959. 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 are also a member of the Association of British Travel Agents (ABTA number V0654). If your holiday does not include flights, ABTA will financially protect your holiday in the same way.

Some flights may not be booked under our ATOL (e.g. where we use your credit card to book a low cost flight on your behalf). Those flights will not be financially protected.

We or the suppliers identified on your ATOL certificate will provide the services listed on the ATOL certificate (or a suitable alternative). In some cases when neither we or 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 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.

26. Booking Condition Amendments and Right to Refuse Travel Arrangements

Booking Condition Amendments and Right to Refuse Travel Arrangements We reserve the right to add, withdraw and/or amend any of our booking conditions at any time and without notice and furthermore reserve the right to refuse any booking.

IMPORTANT INFORMATION

This important information together with the booking terms and conditions form the basis of your contract with Netflights Holidays.

Additional Beds

Prices for three and four people sharing a room are available on request. Hotels that do not charge for children will expect them to share the existing sleeping arrangements with accompanying adults, and will make an additional charge if extra sleeping arrangements, such as a rollaway or camp bed, are required. However it should be noted that additional sleeping arrangements in the room type booked could cause cramped conditions.

If you have booked a family plan room type for two adults then it is likely that only the adults will be paying guests at the hotel and receive bedding while the accompanying child(ren) will be on a free of charge basis and be expected to share the existing sleeping arrangements with the adults.

Flight Seating

If you have a special request in relation to flight seating you must advise us at the time of booking. We regret we cannot guarantee any request will be met unless we have specifically confirmed it in writing. Confirmation that a special request has been noted is not confirmation that it will be provided. All special requests are subject to availability. Failure to meet any special request will not constitute a breach of contract.

Baggage Allowance

Many airlines charge extra for baggage. On US and Canadian Domestic flights airlines charge locally for checked baggage, including for flights sold in combination with International tickets. Information can be found on the carrier's website. Please ask for details at the time of booking. Excess charges will apply if your allowance is exceeded on any flight.

Brochure Accuracy

Please be aware that brochures are written and produced many months in advance. However, changes and errors can sometimes occur and we ask you therefore to check for the latest holiday details at the time of booking. In addition to hotel information, please bear in mind that changes and alterations can also affect escorted tour, cruise and pre-planned self-drive itineraries. This may be due to local holidays, festivals or special events, adverse weather conditions, essential maintenance projects or other circumstances outside our control.

The availability of some facilities and amenities including restaurants, water sports and Kids' clubs may be affected by local conditions, such as inclement weather, public holidays or low occupancy. Please check with us at the time of booking.

Check-in & Check-out times

Generally, check-in times range between 2pm and 4pm, and check-out between 10am and 12 noon. Subject to the availability of rooms, you may be able to check in earlier. Early check-in is at the discretion of the hotel and cannot be guaranteed unless you book and pay for the accommodation from the night prior to arrival.

Climate

The climate chart and weather guide on the introduction page for each country has been compiled with the aid of information supplied by various meteorological offices. This chart is for guidance only and we cannot accept responsibility for any adverse weather conditions which may impact your holiday enjoyment.

Departure Tax

All UK departure taxes and UK airport passenger facility charges (which vary by departure airport) are pre-paid and added to the cost of your air ticket and will be quoted at the time of booking. Various countries

impose their own departure tax which may not be included within the cost of your air ticket. Please check with us at the time of booking. Please ensure you have sufficient local funds available upon departure.

Hotel Extras

Parking charges at hotels may be applicable and are not included in the prices shown. Leisure facilities featured at hotels are not necessarily free of charge. The use of facilities such as health clubs, tennis courts, golf courses, horse-riding, motorised watersports and scuba diving are normally subject to a fee. Some facilities may also only be available seasonally. Please enquire at the time of booking.

Maintenance

Renovations and/or construction work may sometimes be taking place at your chosen hotel/resort. When we have been advised of this and consider that it may affect the enjoyment of your holiday we will notify you as soon as possible. However, while every effort will be made, it may not always be possible to advise you of emergency repairs prior to your departure from the UK.

Meals

When purchasing holiday arrangements on a half board, full board or all inclusive basis, please note that some hotels require that meals may only be enjoyed in the main restaurant. A supplement may be required to dine in other restaurants, or when ordering certain food or beverage items. Please check with us at the time of booking as to what is included.

Rooms

Most hotel prices are based on a standard room for up to two adults. Upgraded room types are available at a supplement; meals are only included where stated. Rooms are generally allocated on a 'run of house' basis, which means you can be allocated a room in any part of the property, unless otherwise stated.

Smoking

Most hotels, airlines and coach companies now operate a complete non-smoking policy. Cities in some countries ban smoking in public places such as bars and restaurants. Please enquire at the time of booking.

Special offers

Special offers cannot be used in conjunction with any other offers or be combined with other special offers. Special offers are subject to availability and terms and conditions will apply. Offers can be revoked at any time.

Star Ratings

Every effort has been made to ensure that the hotels and other accommodation featured in this brochure are correctly represented and will fulfil your expectations for quality and service. It is important to note that, where used; the star classification system is our own and does not conform to any internationally recognised system. The rating, in our opinion, reflects a true representation of the merits of each property. Inevitably, standards will differ slightly between the many destinations which we feature.

2* Economical and comfortable accommodation offering a simple standard of room and limited facilities.

3* Comfortable accommodation with standard rooms, amenities and public areas. Most three-star properties offer a restaurant on-site and some have a swimming pool.

4* Good superior accommodation offering a selection of services. Most four-star hotels feature a choice of restaurants and in addition, many also have a health club and swimming pool.

5* Five-star hotels offer the highest standards of service and facilities and are acknowledged as the leading properties in the area.

5+* The adjacent symbol gives recognition to hotels of exceptional quality.

+* Indicates a hotel falling between two categories.

Utilities

In most of the destinations featured in this brochure, supplies of water and electricity are generally very reliable, however in some of the less developed and more remote destinations you may experience occasional power cuts and water restrictions. Water quality can also differ from the UK and we recommend drinking bottled water which is widely available.