

We are Travelbag Limited trading as Netflights Holidays (company registration number 01434872) ("We", "us" and "our") of Glendale House, Glendale Business Park, Sandycroft, Nr Chester, CH5 2DL. 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 transferred. A 'package', 'organiser' and 'lack of conformity' have the same meaning as in the Package Travel and Linked Travel Arrangements Regulations 2018 and 'arrangements' are all the holiday, tour and other arrangements detailed on your confirmation (including any additions or amendments).

Our obligations to you will vary depending upon whether we package arrangements for you, or act as an agent for another travel supplier. References to packages in these Booking Conditions are to packages for which We are the organiser, and if we sell you arrangements on behalf of another travel supplier as an agent, your contract will be with that supplier, and we shall only have responsibility to you in accordance with section 12(A)(ii) of these Booking Conditions.

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](http://www.netflights.com), your booking will be governed by different terms and conditions, which can be accessed [here](#).

### **Accuracy of information**

**We endeavour to ensure the accuracy of all the information and prices in our advertising material. However, occasionally changes and errors do arise and we reserve the right to correct them in such circumstances. You must check the current price and all other information relating to the arrangements that you wish to book before your booking is confirmed. Furthermore, we will not be liable for booking errors which are attributable to you or which are caused by unavoidable and extraordinary circumstances as defined in clause 9.**

### **1. Our agreement**

You will receive information about the main characteristics of your arrangements before a binding agreement between you and us comes into existence. That information, these conditions together with our Privacy Notice and any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with us. Please read them carefully as they set out our respective rights and obligations. By making a booking, you agree to be bound by all of them. The key terms of our agreement are:-

### **Key terms**

- 1. You will enter into a binding contract with us when we issue our confirmation. If you then cancel your arrangements, you will be required to pay cancellation charges up to 100% of the cost of your arrangement, depending on how long before travel you cancel, and/or the terms and conditions of the suppliers whose services make up your arrangements**
- 2. You can make changes to your confirmed arrangements in certain circumstances. We will make a charge for processing these changes;**
- 3. We may make changes to and cancel your confirmed arrangements but we will provide suitable alternatives and pay you compensation in certain circumstances if we do so;**
- 4. We are responsible for making sure your confirmed arrangements are not performed negligently but there are some limits on and exceptions to this.**

For all bookings, 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 is responsible for making all payments due to us. Subject to the availability of all component parts of your requested arrangements and receipt by us of all applicable payments, Our agreement becomes binding when we issue a confirmation, either directly to you or via any agent we have authorised to act on our behalf. Please check all details on the confirmation (or any other document issued) immediately on

receipt. It may not be possible to make changes to your arrangements later so you should notify us of any inaccuracies in any documentation as soon as reasonably possible after you receive them. It may harm your rights and ability to travel if you don't.

The suppliers whose services make up your arrangements make those supplies in accordance with their own terms and conditions which will also form part of your agreement with us. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions are available on request from ourselves or the supplier concerned.

## **2. Payment**

You must make payment for your arrangements in accordance with the instructions we give. If we do not receive any payment due 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 7 below will become payable.

## **3. Insurance**

It is a condition of our agreement that you are covered by adequate travel insurance for your arrangements. Such insurance as a minimum must cover your losses sustained as a result of cancellation, medical issues, and repatriation in the event of accident or illness. Details of a policy suitable to cover your arrangements are available upon request. If you choose to travel without adequate insurance cover, we will not be liable for any of your losses howsoever arising, in respect of which insurance cover would otherwise have been available.

## **4. Special requests**

Special requests relating to your arrangements must be advised to us at the time of booking. Whilst we will try meet or arrange your reasonable special requests, we cannot guarantee that they will be fulfilled. If we are able to specifically confirm a special request or requirement, we will do so on our confirmation but where requests or requirements have not been so confirmed in writing on our confirmation, a failure to meet them will not be a breach of contract on our part.

## **5. Disabilities and medical problems**

Many of the arrangements which we sell are generally suitable for persons with reduced mobility, but if you or any member of your party has any precise medical problem or disability which may affect your chosen arrangements, please provide us with full details before we issue our confirmation. We will only provide precise information on the suitability of the trip or holiday taking into account your needs if you specifically request us to do so. Acting reasonably, if we are unable to properly accommodate your needs, we will not confirm your booking and/or if you did not give us full details at the time of booking, we will treat it as cancelled by you when we become aware of these details.

## **6. The price you pay**

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

The price of your confirmed arrangements is subject to variations which occur solely as a direct consequence of changes in:-

(a) the price of the carriage of passengers resulting from the cost of fuel or other power sources; or

(b) the level of taxes or fees on your confirmed arrangements imposed by third parties not directly involved in the performance of the package, including, but not limited to, tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports. Price variations will be calculated by applying the cost differential we experience as a result of the above factors. Prices may go up or down and we will notify you about any

variation by sending you a calculation explaining the variation no less than 20 days before you are due to depart.

If your arrangements are a package, and if that means that you have to pay an increase of more than 8% of the price of your arrangements (excluding any insurance premiums, amendment charges and/or additional services), we will offer you the options in clause 8. In respect of Packages we will absorb, and you will not be charged for, any increase equivalent to 2% of the price of your arrangements, which excludes insurance premiums and any amendment charges.

If prices go down as a result of the above factors, we will make a reflective refund, but we will also deduct our administrative expenses from what is owed to you and this may extinguish the value of the refund due.

Also, note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on price due to contractual protections in place.

Please note that our prices are based on bookings made by UK residents. If you are not a UK resident or UK passport holder, you may be liable upon check-in/check-out for additional charges imposed by the supplier directly. Travelbag will not be liable for such additional charges.

## **7. Changes and cancellations by you**

If you wish to make any changes to your arrangements after they have been confirmed, including if you wish to cancel all or some of them, you must inform us as soon as possible. Your notice requesting a change or cancellation will only take effect when it is received in writing by us at our offices and will be effective from the date on which we receive it. We can't guarantee that changes can be met, although we will do our best to assist. Since we incur costs in cancelling or changing your arrangements, all such changes and cancellations will be subject to the charges below. Where we are unable to assist with making a requested change and you do not wish to proceed with the original booking, we will treat this as a cancellation by you.

You may cancel any package arrangements prior to their commencement (following the process outlined above) in the event that i) circumstances amounting to unavoidable and extraordinary circumstances (as set out in clause 9) are occurring at the place where your arrangements are due to be performed or its immediate vicinity; ii) those circumstances make it impossible to travel safely to the travel destination, and; iii) the performance of your arrangements will be significantly affected by those unavoidable and extraordinary circumstances. We will refer to and take into consideration Foreign and Commonwealth Office guidance when determining whether your booking is affected. In this event, you will receive a refund without undue delay of any payments made but this the maximum extent of our liability and we regret we cannot meet any other expenses or losses you may incur as a result.

If any member of your party is prevented from travelling, that person(s) may transfer their place to someone else (introduced by you and satisfying all the conditions applicable to the arrangements, including an agreement to these booking conditions) providing we are notified in writing not less than seven days before departure and you pay an amendment fee and meet all costs and charges incurred by us and/or incurred or imposed by us or any of our suppliers. Both you and the person to whom you would like to transfer your arrangements shall be jointly and severally liable for the payment of any balance due and for any additional fees, charges or other costs arising from the transfer. If you are unable to find a replacement, cancellation charges as set out below will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services. For flight inclusive bookings, most airlines do not permit name changes after tickets have been issued for any reason, you will have to pay the full cost of an alternative flight (if available) if you wish to transfer after tickets have been issued.

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 such part-used tickets.

### Charges in the event of a cancellation

If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim the charges below. We will deduct the cancellation charge(s) from any monies you have already paid to 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.

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**

The cancellation charge of flight only bookings will be 100% of the cost of the booking.

### Charges in the event of a change

In the event we can meet your requested change, you will have to pay £50 per person per change as well as any applicable rate changes or extra costs incurred as well as any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers.

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

### **8. Changes and cancellation by us**

Where we refer to a 'price reduction' in this clause, we mean that we will give you an appropriate reduction in the price you paid for the arrangements affected for any period during which there was lack of conformity, (unless that lack of conformity is attributable to you). Where we refer to 'compensation', we will pay you appropriate compensation without undue delay for any damage which you sustain as a result of any lack of conformity subject to the limitations and exclusions in section B of clause 12.

### Changes and cancellations to package arrangements before departure

Most changes will be insignificant and we reserve the right to make them. We will have no other responsibilities to you in respect of any insignificant changes.

Examples of “insignificant changes” made before departure include the following:

- A change of outward departure time or overall length of your arrangements of twelve hours or less.
- A change of accommodation to another of the same standard or classification.

Occasionally we may have to make a significant change to your confirmed arrangements and we reserve the right to do so. A significant change is one where we significantly alter any essential element of your arrangements (other than the price) owing to circumstances beyond our control. Examples of “significant changes” made before departure include, but are not limited to, the following:

- A change of accommodation resort for the whole or a significant part of your time away.
- A change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away.
- A change of outward departure time or overall length of your arrangements of twelve hours or more.
- A significant change to your itinerary, missing out one or more destination entirely.
- Where we or our supplier can no longer fulfil any special requirements that we have accepted and confirmed on our confirmation invoice and this will have a significant impact on your arrangements.
- Where we increase the price of your arrangements by more than 8% of the price of your arrangements (excluding any insurance premiums, amendment charges and/or additional services).

If we have to make a significant change or cancel before departure, we will inform you without undue delay and if there is time to do so before departure, we will offer you the choice of the following options:-

- i (for significant changes) agreeing to the changed arrangements,
- ii accepting the cancellation or terminating the contract for the arrangements and receiving a refund (without undue delay) of all monies paid; or
- iii accepting an offer of alternative arrangements of comparable standard from us, if available.

(In the event that any proposed change or alternative offered results in a reduction or increase in the price you have agreed to pay or an increase or decrease in the quality of arrangements we have agreed to provide, we will also notify you of any price reduction or additional amount due).

You must notify us of your choice within 7 days of our offer. If you fail to do so, we will contact you again, re-iterating the above choices and sums payable or refundable and if you again fail to respond within 7 days, we may terminate the contract and refund all payments made by you without undue delay.

Subject to the exceptions detailed below and where your arrangements are a package, we will where appropriate, pay you reasonable compensation, subject to the limitations and exclusions in section B of clause 12.

We will not pay you compensation where:-

- i) we make a significant change or cancel before you have paid the final balance of the cost of your arrangements;
- ii) we make a significant change or cancel as a result of unavoidable and extraordinary circumstances as set out in clause 9;
- iii) we cancel your arrangements no later than 20 days before they are due to start because the minimum number of participants to run them has not been reached.

We will not make a price reduction or pay you compensation; and the above options will not be available where:-

- i) we make an insignificant change;
- ii) we cancel as a result of any failure by you (including a failure to make payment in accordance with these terms);
- iii) where the change(s) or cancellation by us arises out of alterations to the confirmed booking requested by you.

#### Changes and cancellations to package arrangements after departure

If we become unable to provide a significant proportion of your package arrangements after you have departed, we will try to offer you suitable alternative arrangements of, where possible, equivalent or higher quality than those specified in the contract. If the alternative arrangements we make are of a lower quality than those you originally booked, we will make a price reduction. Where our original agreement included return transport we will also provide you with equivalent transport back to your place of departure without undue delay or additional cost. You may reject the proposed alternative arrangements only if they are not comparable to what we originally promised to provide or if the price reduction we offer is inadequate. Where we are unable to make suitable alternative arrangements or you reject the proposed alternative arrangements in accordance with this clause, where appropriate and only where your arrangements are a package, we will pay you compensation subject to section B of clause 12.

Where we are unable to ensure your return from a package as agreed because of unavoidable and extraordinary circumstances defined in clause 9, we will bear the cost of necessary accommodation if possible of equivalent category for a period not exceeding (a) 3 nights per traveller (exceptions apply in respect of persons with reduced mobility and people travelling with them, pregnant women and unaccompanied minors, as well as persons in need of specific medical assistance, provided that we have been notified of their particular needs at least 48 hours before the start of the package); or (b) where a different period is specified in any passenger rights legislation applicable to the relevant means of transport for your return, for the period specified in that legislation.

The above sets out the maximum extent of our liability for changes and cancellations and we regret we cannot meet any other expenses or losses you may incur as a result of any change or cancellation.

#### Changes and cancellations to all other bookings by the supplier

We will inform you of any changes or cancellations to arrangements we have sold you as agent for other suppliers as soon as reasonably possible. If the supplier offers alternative arrangements or refund, you will need to let us know your choice within the time frame stipulated by the supplier. If you fail to do so the supplier is entitled to assume you wish to receive a full refund. We accept no liability for any changes or cancellations made to your arrangements by the supplier under your contract with them.

### **9. Unavoidable and extraordinary circumstances**

Except where otherwise expressly stated in these booking conditions we will not be liable or pay you a price reduction or compensation if our contractual obligations to you are affected by unavoidable and extraordinary circumstances beyond the control of the party who seeks to rely on them which we or the supplier(s) of the service(s) in question could not avoid even if all reasonable measures had been taken. 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 and all similar events outside our or the supplier(s) concerned's control. Advice from the Foreign Office to avoid or leave a particular country may constitute unavoidable and extraordinary circumstances.

#### Assistance to those travelling on a package in the event of difficulty or unavoidable and extraordinary circumstances

Where you have booked a package, we will provide appropriate assistance without undue delay in the event that you experience difficulty including where you are unable to return to your agreed point of departure because of unavoidable and extraordinary circumstances as set out in this clause 9. Such assistance will extend to providing appropriate information on health services, local authorities and consular assistance; and helping you to make distance communications and to find alternative travel arrangements. We will charge a reasonable fee for such assistance if the difficulty is caused by you intentionally or as a result of your act or

omission. In the event such assistance is needed please contact [customerrelations@netflightsholidays.com](mailto:customerrelations@netflightsholidays.com) or call 0207 001 4190.

## **10. Complaints**

If you experience difficulty or lack of conformity during your holiday, you must inform us without undue delay so that we can take steps to assist you or put things right, if you fail to do so we will be unable to consider any claim for refund or compensation. You should also contact us by emailing [customerrelations@netflightsholidays.com](mailto:customerrelations@netflightsholidays.com) or call 0208 001 4370. If your complaint remains unresolved and you wish to complain further, please send formal written notice of your complaint to us within 28 days of the end of your arrangements, giving your booking reference and all other relevant information. Failure to follow the procedure set out in this clause may affect ours and the applicable supplier's ability to investigate your complaint, and could affect your rights under our agreement.

## **11. Your behaviour**

If in our reasonable belief or opinion or in the reasonable belief or opinion of any person in authority, your behaviour is jeopardising the safety of aircraft, people or property therein or good order and discipline on board; or is causing or is likely to cause distress, danger, damage or annoyance to any third party or property, or to cause a delay or diversion to transportation, we reserve the right to terminate your arrangements immediately. In the event of such termination our responsibilities to you will cease and you will be required to leave your accommodation or other service immediately. We will have no further obligations to you and will not meet any expenses, costs or losses incurred as a result. You may also be required to pay for loss and/or damage caused by your actions directly to the applicable supplier prior to departure from the service. If you fail to do so, you will be responsible for meeting any claims and costs subsequently made against us as a result.

## **12. Our Responsibility**

Where we refer to a 'price reduction' in this clause, we mean that we will give you an appropriate reduction in the price you paid for the arrangements affected for any period during which there was lack of conformity, (unless that lack of conformity is attributable to you). Where we refer to 'compensation', we will pay you appropriate compensation without undue delay for any damage which you sustain as a result of any lack of conformity subject to the limitations and exclusions in section B of this clause 12.

### A. Our responsibilities differ according to what you have booked:

#### (i) In relation to bookings of Packages

We accept responsibility as an "organiser" under the Package Travel and Linked Travel Arrangements Regulations 2018. Subject to these booking conditions, if we fail to arrange or perform your package arrangements in accordance with our agreement, we will remedy any resulting lack of conformity. If that is impossible or entails disproportionate costs (taking into account the extent of the lack of conformity and the value of the arrangements affected), we will instead pay you compensation subject to clause B of this clause.

#### (ii) In relation to all other bookings

In respect of all other bookings, we act as agent for other suppliers. We have a duty to select the suppliers of the services making up your booking with us using reasonable skill and care. Except as stated otherwise in these terms, 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 using 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.

Please note in relation to all bookings:

- it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.
- **It is a condition of our acceptance of the responsibility above that you inform us and the supplier(s) concerned without undue delay of the lack of conformity you perceive; and allow us a reasonable period in which to remedy it. Please contact [customerrelations@netflightsholidays.com](mailto:customerrelations@netflightsholidays.com) or call 0208 001 4370.**

#### B. Limitations and exclusions of responsibility

In these terms and conditions, our responsibilities are limited, and our duty to pay compensation is limited and excluded as follows:-

(i) We will not be responsible, make a price reduction or pay you compensation for any lack of conformity, injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:-

- (a) the act(s) and/or omission(s) of the person(s) affected;
- (b) the act(s) and/or omission(s) of a third party unconnected with the provision of your arrangements and which were unforeseeable or unavoidable; or
- (c) Unavoidable and extraordinary circumstances as set out in clause 9.

(ii) We will not be responsible, make a price reduction or pay compensation:-

- (a) for services or facilities which do not form part of our agreement or where they are not advertised by us. For example any excursion you book while away, or any service or facility which your hotel or any other supplier agrees to provide for you.
- (b) for 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 arrangements prior to them being confirmed, we could not have foreseen you would suffer or incur if we breached our contract with you; or that relate to any business.

(iii) Any price reduction or compensation that is payable will be calculated taking into consideration all relevant factors for example (but not limited to):-

- (a) whether or not you have followed the complaints and notifications procedure as described in these conditions. 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.
- (b) the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your arrangements.
- (c) deduction that we must make to take account of any money which you have received or are entitled to receive from any transport provider or hotelier for the complaint or claim in question.

(Please also note that 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.)

#### Luggage or personal possessions and money

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

#### Claims covered by an International Convention

When arranging transportation for you, we rely on the terms and conditions contained within any applicable International Conventions. The extent of or the conditions under which compensation is to be paid or liability

accepted will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Paris Convention (with respect to hotel arrangements). You can ask us for copies of these Conventions.

Any other claims which don't involve injury, illness, death or damage caused by us or our suppliers intentionally or negligently; or other liability that can't be limited by law

The maximum amount we will have to pay you in respect of all such claims is three times (twice in the case of arrangements which aren't packages) 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 arrangements.

### **13. Jurisdiction and applicable law**

This contract 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 holiday will be dealt with under the ABTA Arbitration Scheme (if the scheme is available for the claim in question - see clause 14), the European Commission's Online Dispute Resolution Platform which can be accessed using the following link: <http://ec.europa.eu/odr> or by the Courts of England and Wales only. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you live there and wish to do so.

### **14. ABTA**

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 ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to [www.abta.com](http://www.abta.com) to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on [www.abta.com](http://www.abta.com). You can also access the European Commission Online Dispute (ODR) Resolution platform at <http://ec.europa.eu/consumers/odr/>. This ODR platform is a means of registering your complaint with us; it will not determine how your complaint should be resolved.

### **15. Financial security for our packages**

We provide security for our flight inclusive packages by way of a bond held by the Civil Aviation Authority under ATOL number 2959. In the event of our insolvency, you can contact the Civil Aviation Authority at 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 flight or flight inclusive holiday from us you will receive an ATOL certificate. This lists the flight, accommodation, car hire and/or other services that are financially protected, where you can get information on what this means for you and who to contact if things go wrong. Not all holiday or travel services offered and sold by us will be protected by the ATOL Scheme. Please check your ATOL Certificate or ask us to confirm what protection may apply to your booking.

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

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the

travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

We provide protection for our non-flight inclusive package arrangements by way of our membership of ABTA, The Travel Association (ABTA number V0654). If your holiday does not include flights, ABTA will financially protect your package holiday in the same way. In the event of our insolvency, you can contact ABTA at 30 Park Street, London, SE1 9EQ, email [www.abta.co.uk](http://www.abta.co.uk)

If you book arrangements other than a package for which we are the organiser, your monies will not be financially protected by us. Please ask us for further details.

## **16. Passport, Visa and Immigration Requirements and Health Formalities**

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. Requirements do change and you must check the up to date position in good time before departure.

Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year, you should check with the Embassy of the country you are visiting. For further information contact the Passport Office on 0870 5210410 or visit [www.passport.gov.uk](http://www.passport.gov.uk)

Up to date travel advice can be obtained from the Foreign and Commonwealth Office, visit [www.fco.gov.uk](http://www.fco.gov.uk)

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

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

## **17. Flights**

In accordance with EU Directive (EC) No 2111/2005 Article 9, we are required to bring to your attention the existence of a "Community list" which contains details of air carriers that are subject to an operating ban with the EU Community. The Community list is available for inspection at [http://ec.europa.eu/transport/air-ban/list\\_en.htm](http://ec.europa.eu/transport/air-ban/list_en.htm)

In accordance with EU Regulations we are required to advise you of the carrier(s) (or, if the carrier(s) is not known, the likely carrier(s)) that will operate your flight(s) at the time of booking. Where we are only able to inform you of the likely carrier(s) at the time of booking, we shall inform you of the identity of the actual carrier(s) as soon as we become aware of this. Any change to the operating carrier(s) after your booking has been confirmed will be notified to you as soon as possible. We are not always in a position at the time of booking to confirm the aircraft type and flight timings which will be used in connection with your flight. The flight timings and types of aircraft shown on our website, in this brochure and detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. The latest timings will be shown on your tickets. You must accordingly check your tickets very 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 dispatched - we will contact you as soon as possible if this occurs, but in any event we advise you to check flight times with the airline 24 hours prior to departure. Please reconfirm your flight times for your return journey in case of any change after you have made your outbound journey. Any change in the identity of the carrier, flight timings, and/or aircraft type will not entitle you to cancel or change to other arrangements without paying our normal charges except where specified in these conditions. If the carrier with whom you have a confirmed reservation becomes subject to an operating ban as above as a result of which we/ the carrier are unable to offer you a suitable alternative the provisions of clause 8 (Changes and cancellation by us) will apply.

Where applicable, under the Denied Boarding Regulation (EU 261/2004), if you have been denied boarding, your flight has been cancelled or it has been significantly delayed, it is the airline's duty to look after you. This means providing food, drinks, and some communications. If you are delayed overnight, this also means a hotel and travel to and from it. Full details of these rights will be publicised at EU airports and will also be available from airlines. We have no liability to you in these circumstances whatsoever and your claim for this assistance and any compensation must be made directly to the airline. Liability of an airline under EU 261/2004 will not automatically entitle you to a refund of your holiday price from us. If, for any reason, you do not claim against the airline and make a claim for compensation from us, you must, at the time of payment of any compensation to you, make a complete assignment to us of the rights you have against the airline in relation to the claim that gives rise to that compensation payment.

## **18. Delay**

We cannot accept liability for any delay which is due to unavoidable and extraordinary circumstances as set out in clause 9. A delay to or cancellation of your transport service does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your transport. However, you may be entitled to claim under the delay section of your travel insurance policy.

## **19. 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.

## **20. Important Information**

### 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

The majority of airlines allow you to request your seat(s) prior to travel, though this is often chargeable and subject to your booking being ticketed. Requests can be made on the relevant airline website using the "Airline Ref" shown in the air section on your Booking Confirmation/E-ticket. For more information about seating requests, please contact your Netflights Holidays consultant. Seat reservations cannot be guaranteed and may be subject to change based on operational requirements of the airline.

### General Baggage Allowance

Free checked-in baggage allowance varies by airline and destination. Most commonly for international long haul flights, 20kg is allowed for economy class travellers, 30kg for business and 40kg in first class. Excess charges will apply if your allowance is exceeded on any flight. Baggage allowance is constantly reviewed and subject to change. Please ensure that you check the current baggage limits with your travel consultant or airline before you travel.

### Checked baggage on flights in USA and Canada

Please note that if your itinerary involves a domestic flight or flights in the USA and/or Canada, or a flight between the two countries, then most airlines do not allow baggage to be checked in free of charge and a fee is likely to be charged by the airline directly. For more information please refer to the relevant airline's website.

#### 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 prepaid 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 we feature 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 destinations, 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.