

Terms and Conditions for Agency Bookings

Worldspan Travel, with its registered office address at 73 Victoria Road, Ferndown, BH22 9HU (“**we**”, “**us**” or “**our**”), operates the website with the URL www.worldspantravel.co.uk (“the Website”). **Worldspan Travel** operates as a managed branch of Advantage Travel Centres Limited (“**Advantage**”) and is a member of the Advantage Managed Service Scheme. Advantage is registered under number 04698963 and has its registered office at 15-21 Provost Street, London, N1 7NH

These Booking Conditions, together with any other written information we brought to your attention before your booking was confirmed, form the basis of your contract for agency booking services with **Worldspan Travel**.

We, act as retail booking agents in respect of all bookings we take and/or make on your behalf except in relation to Package holidays organised by us or flights sold without any other service. Please see our separate terms and conditions for Package and flight-only sales

For all such arrangements where we act as your retail agent, your contract for the supply of the service(s) in question will be the disclosed supplier of the service(s) in question. When making your booking, we will arrange for you to enter into a contract with that supplier. Your booking will be subject to these terms and conditions for our booking services, and also any booking conditions of the disclosed supplier of your travel arrangements. You are advised to read all applicable conditions carefully prior to booking. Except where otherwise stated, we do not accept liability in relation to any contract you enter into or for any arrangements you purchase or for the acts or omissions of any supplier(s) or other person(s) or party(ies) connected with any arrangements.

For the avoidance of doubt, where we sell you a Package holiday that has been organised by another supplier, we will sell that holiday as retail agent for that supplier. Where that Package holiday includes a flight, the flight will be protected by the supplier’s ATOL and the ATOL Certificate will be issued by us on behalf of that supplier.

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

Any money paid to us in respect of a booking including a flight purchased under our ATOL or a third party’s ATOL is held by us on behalf of and for the benefit of the Trustees of the Air Travel Trust at all times, but subject to our obligation to pay it to the supplier of your arrangements for so long as that supplier does not fail financially. If that supplier does fail financially, any money we hold at that time or subsequently accept from you is and continues to be held by us on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to the applicable supplier.

Booking & Payment

When you make a booking, you guarantee that you are over 18 and have the authority to accept, and do accept these conditions on your behalf and on behalf of all members of your party and, further, if you are making a booking for more than one person, that you are responsible for all payments due from each and every party member for whom you are making a booking. When you use our website to make a booking, you will need to provide us with credit or debit card details in order to cover the full cost of your trip. You authorise us or an authorised third party to take full payment for the total amount of your purchase. Please note that you may be required to present a credit card at the time of check-in, rental or pick-up to provide confirmation of authorised card use or to secure any additional charges.

Where we are acting as booking agent, your booking is confirmed and a contract between you and the supplier will exist when we send you a confirmation invoice. Please check your confirmation invoice carefully and report any incorrect or incomplete information to us immediately. If you have paid a deposit, you must pay the full balance by the balance due date notified to you. If full payment is not received by the balance due date, we will notify the supplier who may cancel your booking and charge the cancellation fees set out in their booking conditions.

Upon receipt, if you believe that any details on the confirmation or any other or any other document are wrong you must advise us immediately. Please ensure that names are exactly as stated in the relevant passport. As we act only as booking agent, we have no responsibility for any errors in any documentation except where an error is made by us.

It is your responsibility to ensure that any information which is given to you by us or any of our employees or suppliers is passed on to all members of your party. Any information which we give to you shall be deemed as given to each and every party member for whom you are making or have made a booking. We can only liaise with the lead passenger on the booking.

We reserve the right to return your deposit and decline to issue a confirmation at our absolute discretion.

Pricing

The price of your flight may include taxes, fees and charges which are imposed on air transportation by government authorities. They may represent a significant portion of the cost of air travel and are either included in the fare or shown separately on your ticket. You may also be required to pay taxes or fees or other charges not already collected, for example, it is not always possible to include all departure taxes on your

ticket(s). In some cases departure taxes must be paid by you locally to the Government of the country you are departing from and are therefore non-refundable by us.

Credit card and debit card companies make a charge to process payments on their products. We will pass on this charge and this will be added to the final price of your travel arrangements. Typically this amounts to 2% of the total for credit cards. We do not charge for debit card transactions. In the event of a cancellation, credit card charges are non-refundable.

The price of each product or service is regularly reviewed and is subject to change. Promotional or discounted offers on this site are provided at our discretion. All offers are subject to availability and may be withdrawn at any time. We will charge you for any additional handling fees incurred by us in respect of payment through a debit or credit card and in addition to the price of your trip. Please note that all prices do include an Airport Direct Travel booking fee.

Bookings made on the telephone will incur a supplementary charge to cover the additional resource costs involved. We reserve the right to record telephone calls for training and quality purposes.

Changes or cancellations by you

If you wish to change any part of your confirmed arrangements or cancel them, you must inform us in writing as soon as possible and we will liaise with any applicable supplier on your behalf. This should be done by the first named person on the booking. Whilst we will do our best to assist, we cannot guarantee that any supplier will be able to meet your requested change as amendments can only be accepted in accordance with their terms and conditions.

If your Supplier Changes or Cancels

We will inform you as soon as reasonably possible if any supplier needs to make a significant change to your confirmed arrangements or to cancel them. We will also liaise between you and any applicable supplier in relation to any alternative arrangements offered but we will have no further liability to you. (See also the section dealing with 'Flight Plus' bookings below).

Accuracy

We endeavour to ensure that the details of all products, including prices, displayed on our websites are accurate. However, given the high volume of flights, hotels and other products offered it is inevitable that, in exceptional cases, mistakes will arise. We cannot accept liability for these errors.

You must ensure you check the price and all other details of your chosen arrangements with us at the time of booking.

Passport, Visa & Health Requirements

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

Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year, you should check with the Embassy of the country you are visiting. For further information contact the Passport Office on 0870 5210410 or visit www.passport.gov.uk. Special conditions apply for travel to the USA, and all passengers must have individual machine readable passports. Please check. For European holidays you should obtain a completed and issued form EHIC prior to departure. Up to date travel advice can be obtained from the Foreign and Commonwealth Office, visit <https://www.gov.uk/foreign-travel-advice>.

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.

Pre-Travel Advice: The Foreign and Commonwealth Travel Advice Unit may have issued information about your holiday destination. You are advised to check whether or not such information has been issued on the Internet under the address www.fco.gov.uk/knowbeforeyougo prior to travelling. Alternatively, you can contact the ABTA Information Department on 0901 201 5050 (calls charged at 50p/minute). It is your responsibility to check any advice issued by the Foreign and Commonwealth Travel Advice Unit and we accept no responsibility for this.

Complaints

We make every effort to ensure that your holiday arrangements run smoothly but if you do have a problem during your holiday, please inform the relevant supplier (e.g. your hotelier) immediately who will endeavour to put things right. If your complaint is not resolved locally, please contact your tour guide or in the case of a tailor-made tour our local agent or our offices at **Worldspan Travel** as soon as possible. Failure to do so will affect ours and the applicable supplier's ability to investigate your complaint, and will affect your rights under this contract. If the problem cannot be resolved and you wish to complain further. You must send formal written notice of your complaint to us at our office within 28 days of the end of your stay, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you.

Travel Insurance

We strongly recommend that you do not travel without adequate Travel Insurance for your own protection and peace of mind, please be aware that some airlines may not allow you to travel without insurance. It is your responsibility to ensure that you purchase adequate travel insurance for your needs.

Proof of Purchase

You should ensure that you travel with your booking confirmations, e-tickets and any other travel documentation (including your passport) at all times. We will not be liable for any supplier not providing you with the booked product or service if you do not produce such documentation.

No Show

If you have a booking for any of our products or services, including flights, car hire, accommodation and packages, but you do not show up to check-in, collect the car or otherwise do not avail yourself of such product or service, you will not be entitled to any refund from us. Certain airlines may also cancel the return portion of your ticket if you fail to take the outbound journey. Please contact us if you fail to take the outbound journey but intend to use the inbound portion of a return ticket.

Your Behaviour

It is your responsibility to ensure that you and the members of your group 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) whilst on your trip. 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 suppliers (e.g. 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 suppliers, including terminating your trip, in which case our and our supplier's 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.

Passenger Ages

When travelling on an arrangement including hotel accommodation, no person under the age of 18 years will be allowed to travel independently. The exception is for Las Vegas where visitors are required to be 21 years old if unaccompanied. The passenger's age relates to the whole of the period when they are away including the day of return. When travelling on a flight-only basis, passengers can travel alone if they are aged 14 years or over subject to airline approval, providing they can travel unassisted. Please note if they are aged 14 - 15, a parent or legal guardian must accompany them to check-in, and a valid photo-ID in addition to the country specific documentation must be presented. We strongly recommend that parents or guardians of unaccompanied young persons remain in the airport until the flight has departed. Airlines reserve the right not to accept unaccompanied minors less than 14 years of age for carriage. If an under 14 year old needs to travel unaccompanied, please contact us by email via our support request system to request assistance before making a booking.

INFANT FARES: Infants must be under 2 years old on the return date of travel. If your child celebrates his or her 2nd birthday while on holiday, you must book and pay the appropriate child fare. Charges for infants vary depending on the route and length of flight and will be advised in the booking process. Infants are not entitled to their own seat and must travel on an adult's lap. If you require a seat for your infant to sit separately you will need to purchase a child's ticket at the appropriate fare. Infants do not always receive a personal baggage allowance as this varies from carrier to carrier.

CHILD FARES: Children must be 2 - 11 years old on the return date of travel to qualify for any applicable child fare reduction. Children aged 12 years and older pay the full fare and have their own seat and also have a full baggage allowance.

BABIES: An infant must be more than 7 days old to travel on an aircraft, for health and safety reasons.

Communications

The email address that you provide with your booking will be used for all future communication with you, including any changes and additional information on your flights and/or hotel bookings. It is therefore your responsibility to ensure that you check your email on a regular basis, and also notify us should your email address change.

For after sales service we can be contacted between the hours of 8.00am – 6.00pm, Monday to Friday and 8.00am- 4.00pm Saturday on 0121 875986.

Special Requests & Disabilities

Please advise us of any special requests and we will pass these on to the relevant supplier. However, we cannot guarantee your special request as we do not have any direct control over the manner in which the services are provided.

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

Changes to Terms & Conditions

We may amend these terms and conditions at any time without prior notice. If we do amend these terms and conditions, the amended terms will be effective when posted on this website and you are deemed to have accepted the relevant changes.

Additional Terms

Additional terms and conditions may apply to reservations, purchases of goods and services and other uses of portions of this site, and you agree to abide by such other terms and conditions.

Weather

We cannot be held responsible for any disruption to your trip due to bad or unusual weather conditions.

Our Responsibilities:

As agent, except as set out in the 'Flight Plus' section below, we accept no responsibility for the actual provision of your holiday arrangements or for any information about them that we pass on to you in good faith. Our responsibilities are limited to making the booking in accordance with your instructions.

We will not be responsible:-

- (i) where the arrangements cannot be provided or cannot be provided as described due to circumstances beyond ours, any supplier's or Advantage's control;
- (ii) where you incur any loss or damage that relates to any business activity; or which could not have been foreseen at the time you made your booking in the light of the information you gave to us at the time of booking;

We do not exclude or limit any liability for death or personal injury that arises as a result of our negligence or that of any of our employees whilst acting in the course of their employment.

Except where otherwise expressly stated, we cannot accept liability or pay compensation where the performance of our obligations to you are affected or prevented as a result of 'force majeure'. In these booking conditions, 'force majeure' means any event which either ourselves or the provider of the service in question could not foresee or avoid, even with due care and consideration. Such events include war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside of our control.

Flight-Plus bookings

What is a Flight-Plus?

- (1) A Flight-Plus exists where 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, on the same day, the day before or the day after you book the flight, you also book any other 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. (A Package exists if you book 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.)
- (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, your Flight-Plus will be protected under our ATOL number **11286** and we are required to issue you with an ATOL Certificate.

Flight-Plus Liability

(a) In these conditions, 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 a) because of the insolvency of any person concerned with the provision of the arrangements making up a Flight-Plus or b) because the ATOL holder providing your flight accommodation is insolvent, cannot or will not be able to meet, or will fail to meet its obligations to its customers, we will make reasonable endeavours to 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 a) because of the insolvency of any person concerned with the provision of the flight accommodation making up your Flight-Plus or b) because the ATOL holder providing your flight accommodation is insolvent, cannot or will not be able to meet, or will fail to meet its obligations to its customers, we or the CAA 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 13(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) If cancellation occurs for reasons other than relating to insolvency, we will not be liable to pay you compensation and the above options will not be available. As agent, whether or not we have sold you a Flight-Plus, we will not be liable in respect of quality complaints, any general losses, distress or disappointment suffered by you in relation to your booking, and any such claims must be directed to the relevant supplier of the element in question.

(g) We will not make suitable alternative arrangements or pay you compensation in respect of any tourist services forming part of your Flight-Plus. A refund will be given in respect of these services in the event of insolvency but we will have no further liability.

(h) In some circumstances, the CAA will arrange and fund the obligations set out in clauses 13 (b) to (d) above. In this situation, we are entitled to levy a £25 claims processing fee per passenger which you agree to pay to us if such an event happens. We reserve the right to invoice you for this separately or to deduct it from any refund sums due to you. It will not be appropriate to pay you compensation in the event that the CAA takes on the obligation to provide you with alternative services.

(i) 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).

Financial Security for Flight-Plus bookings

We provide financial security for Flight-Plus bookings by way of a bond held by the Civil Aviation Authority under ATOL number **11286**. When you buy a Flight-Plus 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. For further information, visit the ATOL website at www.caa.co.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.

If you book arrangements other than a Flight-Plus, your monies will not be financially protected by us but may be protected by arrangements that any other applicable supplier have in place.