

When you make a booking with us you guarantee that you have the authority to accept, and do accept on behalf of your party, these Booking Terms and Conditions, which apply to all bookings with Teleticket as set out in these Booking Terms and Conditions. You also guarantee that you are at least 18 years of age. Please therefore read these Booking Terms and Conditions carefully. All bookings for flights made by you and accepted by us are subject to these Booking Terms and Conditions. Any variations to these Booking Terms and Conditions shall only be valid if they are agreed to in writing by a director of Teleticket.

## **YOUR CONTRACT**

Your contract for your flight (as confirmed at the time of booking) is with Airborne Representation Limited T/A Teleticket (company registered number: 05991705), whose registered office is at The Beehive, Beehive Ring Road, Gatwick, West Sussex RH6 0PA ("Teleticket" / "we" / "us" / "our"). When you buy an ATOL protected flight from Teleticket you will receive a confirmation invoice from us (or via our authorised agent through which you booked) confirming your arrangements and your protection under our Air Travel Organiser's Licence number 9412. A contract between us for your flight (as confirmed at the time of booking) will exist as soon as we issue our confirmation invoice. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advanced flight booking which is ATOL protected. For further information, visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk). The price of the flight includes the applicable amount per person of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices. Any money paid by a customer to a travel agent in respect of flights is held by the travel agent on our behalf under the standard terms which apply to our ATOL licence issued by the Civil Aviation Authority.

## **YOUR FINANCIAL PROTECTION**

When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a

suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases 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.

It is also agreed by both parties that this contract is deemed to have been made at our offices and is subject to the laws of England and any dispute or claim under it will be submitted to the non-exclusive jurisdiction of the English courts.

When you book a flight with us you accept responsibility for the proper conduct of you and your party. We reserve the right to terminate your booking, or that of any member of your party, due to misconduct, in accordance with these Booking Terms and Conditions. These Booking Terms and Conditions are the basis of the contract between us. Please take the time to read every paragraph carefully.

## **OTHER CONTRACTS**

If we make a booking for your travel requirements other than for a Value Fare flight or a Super Value flight in accordance with these Booking Terms and Conditions, then we will arrange for you to enter into a contract with the principal(s) or other supplier(s) of your travel arrangements on your behalf, acting as agent for the relevant tour operator, airline, cruise company or accommodation company named on your receipt. If we are acting as an agent in these circumstances, we accept no responsibility for the acts or omissions of the principal(s) or supplier(s) or for the services provided by them. The principal's or supplier's terms and conditions ("Supplier Terms") will apply to your booking and we advise you to read these carefully as they do contain important

information about your booking and your contractual relationship with that principal or supplier. If you do not have copies of the Supplier Terms then please ask and we will provide you with a copy of these. Any bookings made on this basis will be confirmed to you at the time of booking.

## **1. MAKING YOUR RESERVATION WITH TELETICKET**

1.1 Once we have accepted your booking electronically or in writing and issue our confirmation invoice, or we accept your travel booking via your travel agent, a contract comes into existence between us incorporating these Booking Terms and Conditions.

1.2 If you book a 'Super Value' flight with us, the cost of the flight is payable in full at the time you book your flight. 'Super Value' flight tickets cannot be changed or altered in any way once your booking has been confirmed and payment in full for the 'Super Value' flight has been received.

1.3 If you book a 'Value Fares' flight with us through an authorised agent, then the agent will take payment in full for your flight at the time of booking. If you book a Value Fares flight directly with us and your booking is accepted more than 10 weeks before departure, a deposit per person will be requested and is payable within 7 days of the acceptance of your booking and will notify you of the required deposit amount at the time of booking. The balance of the price is payable not less than 10 weeks before your departure. 'Value Fares' flights are subject to the cancellation policy set out in these Booking Terms and Conditions.

1.4 If your booking for a Value Fares flight is accepted within 10 weeks of departure, full payment for your flight is due at the time your booking is accepted by us, whether booking through an authorised agent or with us directly.

1.5 If we do not receive monies due to us by their due dates (as notified to you), we reserve the right to treat your booking as cancelled and levy any applicable cancellation charges.

1.6 Please note that you will not receive a reminder that the final payment is due and payment must be received by us in sufficient time to allow for clearance by the due date for payment.

1.7 If you have booked a Value Fares flight directly with us outside of 10 weeks of your departure and we have taken a deposit from you in accordance with Clause 1.3, then unless you contact our accounts department prior to your balance due date, the card(s) you used at time of booking will automatically be debited for the amount

due on that date as you are deemed to have provided your consent for the balance due to be taken from your account. If you have used more than one card the balance will be split equally amongst the cards you originally used.

1.8 We levy a charge of 3% of the transaction value where payments are made by credit card, depending on the credit card provider rate.

## **2. PRICES AND COSTS**

2.1 The cost of your flight is as listed on our website and as detailed in your booking confirmation. We reserve the right to alter the prices of the flights shown on our website and you will be advised of the current price of the flight that you wish to book before your booking is confirmed. There may be additional costs that you will have to pay in connection with your flight, including but not limited to:

1. A charge for infants under two years (see Clause 12).
2. Excess luggage charges and fees for carriage of sport or other equipment.
3. Special catering requirements or other particular requests.
4. Please note, your airline may not provide a meal, hence the airline may charge when applicable. Please check at the time of reservation. The airline may change its policy on providing a meal / catering / service on board and Teleticket are unable to offer any form of refund or compensation in the event of these policy changes by the airline.
5. Upgrades or individual benefits offered by airlines which are not offered to us for onward sale to you.
6. Checked baggage charges, if applicable.

The cost of your flight includes all applicable taxes and fuel supplements. If you wish to pay for your booking using a credit card, we will charge you a percentage of the cost of the flight to you at the time of taking your payment for the flights, as notified to you at the time of your booking. This may be dependent on the type of credit card you wish to use for making payment. We reserve the right to alter the price of your flight as shown on the website and you will be advised of the correct cost at the time of booking. Once you have made your booking and paid all relevant monies to us, Teleticket will not increase the price of your transport arrangements. However some changes in transportation costs or for your holiday arrangements (including, but not limited to, the cost of fuel, taxes or other fees chargeable such as landing taxes or embarkation fees) are beyond our control and may mean that the price of your travel arrangements may change after you have booked. However, there will be no change within 30 days of your departure. We will absorb these charges and

you will not be charged for increased costs up to a total amount which is equal to 2% of the price of your confirmed transport arrangements (which excludes insurance premiums and any amendment charges). If increased costs exceed the 2% we will levy a surcharge for this sum, plus an administration charge of £1.00 per person (together with any relevant amount to cover agents' commission, if applicable), in accordance with Clause 2.2 (How We Work Out Our Surcharges).

## **2.2 How We Work Out Surcharges**

If any surcharge is greater than 10% of the cost of your transport arrangements (which excludes insurance premiums and any amendment charges) you will be entitled to cancel your booking and receive a refund of all monies paid to us except for amendment charges. You have 14 days from the issue date printed on the surcharge invoice to tell us if you want to cancel your booking for this reason. If you do not do so, we are entitled to assume you do not wish to cancel and will be liable to pay the surcharge. Any surcharge must be paid with the balance of the transport arrangements (if this is for Value Fares holidays booked directly with us and when a deposit and balance payments are to be made separately) or within 14 days of the issue date printed on the surcharge invoice, whichever is the later. We shall not levy a surcharge within 26 days of departure. If the price of your Value Fares flight goes down due to the changes mentioned above (Super Value flights not being subject to such changes), by more than 2% of the cost of your flight, then any refund due will be paid to you. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel arrangements due to contractual and other protection in place.

When you make your booking for a Value Fares flight directly with us you must pay a deposit per person, the amount of which will be confirmed to you at the time of booking. The balance of the price of your Value Fares flight must be paid at least 8 weeks before your departure date in such circumstances. If the deposit and/or balance is not paid in time, we reserve the right to cancel your travel arrangements. If the balance is not paid in time we shall retain your deposit. When booking through an authorised agent you will be required to pay all monies upfront at the time of booking and all monies you pay to the travel agent are held by him on our behalf at all times.

The price of your travel arrangements were calculated using exchange rates quoted in the “Financial Times Guide to World Currencies” on the date notified to you at the time of booking.

### **3. IF YOU WISH TO CHANGE YOUR TRAVEL ARRANGEMENTS**

Tickets for flights only are prima facie evidence of the contract between us and you for flights and will only refer to the person(s) travelling under that ticket.

#### ***Super Value Flights***

Super Value flights cannot be changed once booking confirmation has been sent by us for your booking, due to the nature of the flight booked under these offers.

#### ***Value Fares Flights***

If after we have issued the written confirmation of your booking to you, and you want to change your flight, we will do our best to meet your requirements. Unfortunately we can't always guarantee that we will be able to do this. If the charge for making the alteration involves a reduction in passenger numbers then these will be subject to our cancellation policy as set out in these Booking Terms and Conditions. If we are able to change your flights, we shall be entitled to charge an administration fee of £100 per person, together with any additional cost for the changed flight.

If you are unable to travel because of circumstances such as illness, jury service, redundancy or the death or serious illness of a close family member you can transfer your booking to another person provided all other arrangements are the same and our suppliers (ie, airlines) are prepared to accept the transfer. A request to transfer must be in writing and accompanied by documentary proof, and must be received by us in reasonable time before the departure date. A transfer will be subject to an administration charge of £100 per person plus payment of any extra costs charged by suppliers to implement the transfer. Until the flight is paid for in full, both you and the person who takes your place are responsible for paying for the full cost of the flight. Once the transfer has been made, the person taking over the agreement will be bound by these Booking Terms and Conditions and will be required to agree to them as a condition of the transfer.

### **4. IF YOU WISH TO CANCEL YOUR BOOKING**

If you wish to cancel your booking for you or on behalf of any other member of your party, written notice must be sent to us at our principal office (at Airborne Representation Ltd, Room 3017, South Terminal, Gatwick Airport, RH6 0NP) by recorded delivery, facsimile or email to [operations@teletickettravel.com](mailto:operations@teletickettravel.com). The cancellation is only effective from the date written notice of cancellation is received in our offices. In the event of cancellation the following charges apply:

### ***Super Value Flights***

The cancellation charges applicable are 100% of the price paid for the Super Value flight once the booking has been accepted by us.

### ***Value Fares Flights***

The cancellation charges applicable to Value Fare flights are calculated as follows.

**More than 70 days** - loss of deposit (as notified to you at the time of booking)

**Between 36-69 days** - 80% of Value Fare flight cost = cancellation charge

**Between 0-35 days** - 100% of Value Fare flight cost = cancellation charge

If you have booked through an authorised agent and therefore paid in full for a Value Fares flight at the time of booking, then you shall be entitled to receive payment back for the proportion of monies paid to the Agent in accordance with the cancellation charges set out above.

Any administration charges incurred prior to the cancellation of a booking must be paid in full by you when the booking is cancelled.

NB: If the reason for your cancellation is covered under the terms of your insurance policy then you may be able to remain the charges from your insurance company under that policy.

## **5. IF WE ALTER YOUR BOOKING**

Flights are planned many months in advance and occasionally we have to make changes to your flight because of unforeseen circumstances. We may need to make changes that are not significant and to correct minor or

obvious errors in your booking details at any time without liability to you. We reserve the right to make such minor changes for any reason whatsoever at any time. Most changes are of a minor nature and we will advise you or your travel agent of them as soon as possible before your departure or your return. Flight timings and departure airports are for guidance only. The details as then known will be stated on your latest dated documentation that should be checked when you receive it. Alternatively we will notify you as soon as is reasonably possible if there is time before your departure and in all cases at check-in or at the boarding gate.

Any changes to your flight will fall into one of the categories below.

### ***Minor change***

Any change of departure or return flight by less than 12 hours is regarded as a minor change. A change of airport between London Gatwick, Luton, Heathrow or Stansted is also regarded as a minor change. Changes to aircraft type, airline / carrier, catering, stops on route for any reason details are similarly regarded as minor changes.

If we advise you of a minor change you may cancel your booking, but full cancellation charges will apply, in accordance with Clause 4 in these Booking Terms and Conditions, however compensation payments will not apply.

### ***Intermediate change***

Any change of more than 12 hours and less than 15 hours for a flight departure is classed as an Intermediary change and you will be offered the opportunity to cancel your booking with a full refund of all monies paid, however we will be under no further liability to you whatsoever. If we have to make an intermediary change compensation payments will not apply.

### ***Major change***

A change of departure or return time of more than 15 hours from the original time is regarded as a major change. A change of UK departure airport (except between Gatwick, Luton, Heathrow and Stansted), where a coach transfer is provided is regarded as a major change, as is a change to your resort airport. If we make a major change to your flight, we will inform you or your travel agent as soon as reasonably possible if there is time before your departure.

Should you decide not to accept a major change to your flight that is advised to you prior to your departure, you may cancel your booking within either 7 days of the receipt of notification or 3 days of the receipt of notification if departure is within 7 days of the notification of the change, but no later than the day before departure. We will refund all monies paid by you unless a more suitable flight or holiday becomes available in the interim. You have the choice of either accepting the change of arrangement, accepting an offer of alternative travel arrangements of comparable standard from us (if available) or cancelling your booked flight and receiving a full refund of monies paid. If we do not receive notification within these timescales, monies will not be refunded. Your notification of cancellation must be sent to our operations department by recorded letter, facsimile or email to [operations@teletickettravel.com](mailto:operations@teletickettravel.com).

Compensation payments will be made when a major change arises, except where the major change arises due to reasons of *force majeure* (see further below), in line with the following compensation scales. Where compensation is due it will be paid according to the following rates:

More than 6 weeks Nil Between 4-6 weeks = £10.00 per person Between 1-4 weeks = £15.00 per person  
Less than 1 week = £30.00 per person Compensation that we offer does not exclude you from claiming more if you are entitled to do so.

Teleticket does not offer compensation for inconvenience or loss of personal / business time caused by schedule changes or flight delays. Similarly, it is not possible to obtain refunds for any unused accommodation or facilities in the event of any schedule changes or delays.

When you accept the major or the intermediate change, the contract between us will be varied to incorporate the change.

## **6. IF WE CANCEL YOUR BOOKING**

We will not cancel your booking after the date specified on the final invoice for payment unless monies have not been paid as required under these Booking Terms and Conditions or such cancellation is due to reasons of *force majeure* (see further below). For the purpose of this section, a cancellation includes a change of flight time of more than 24 hours or a change of airport to one which is substantially less accessible to you which does not include changes between Gatwick, Heathrow, Luton and Stansted or where coach transfers are

offered. If we are forced to cancel your booking for any reason after the date on which final payment is due then we will offer an alternative flight of equivalent value or a flight of lesser value and refund the difference (if available) or make a full refund of all monies paid if either there is no alternative flight at the time of cancellation or the alternative flight is unacceptable.

## **7.FORCE MAJEURE**

Except where otherwise expressly stated in these Booking Terms and Conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by, or you otherwise suffer any damage, loss or expense of any nature, as a result of *'force majeure'*. In these Booking Terms and Conditions, *'force majeure'* means any event which we or the supplier of the service(s) in question could not, even with all due care and attention, foresee or avoid, and which are outside of our (or their) reasonable control. Such events may include (but are not limited to) actual or threatened war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

## **8. LIABILITY**

8.1 You are responsible for ensuring that you and all members of your party comply with these Booking Terms and Conditions together with any other rules, laws, regulations or orders in relation to your booking.

8.2 If the contract for a Value Fares flight we have with you is not performed or is improperly performed by us or our suppliers, we will pay you appropriate compensation if this has affected the enjoyment of your travel arrangements. However, we will not be liable to you where any failure in the performance of the contract is due to:

1. the acts and/or omissions of you, a member of your party or a third party unconnected with the provision of the travel arrangements, and where the failure is unforeseeable or unavoidable; or
2. unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or
3. an event which we or our suppliers, even with all due care, could not foresee or forestall.

8.3 Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of two times the cost of your travel arrangements. Our liability will also be limited in accordance with and/or in an identical manner to:

1. the contractual terms of the companies that provide the transportation for your travel arrangements. These terms are incorporated into this contract; and
2. in accordance with Clause 8.7 below.

8.4 We promise to make sure that the travel arrangements we have agreed to make, perform or provide as applicable as part of our contract with you are made, performed or provided with reasonable skill and care. This means that, subject to these Booking Terms and Conditions, we will accept responsibility if, for example, you suffer death or personal injury or your contracted travel arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted travel arrangements. Please note, you will need to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers).

8.5 Please note, we cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which a hotel or any other supplier agrees to provide for you where the services or facilities are not advertised by us and we have not agreed to arrange them as part of our contract and/or any excursion you purchase in resort. In addition, regardless of any wording used by us on our website, in any advertising material or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you.

8.6 The promises we make to you about the services we have agreed to provide or arrange as part of our contract will be used as the basis for deciding whether the services in question had been properly provided.

8.7 Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any air, sea, rail or road carrier, the maximum amount of compensation we will have to pay you will be limited in accordance with these Booking Terms and Conditions and the conventions detailed herein. The most we will have to pay you for that claim, or that part of a claim if we are found liable to you on any basis, is the most the carrier concerned would have to pay under the international convention or regulation which applies to the travel arrangements in question (for example, the Warsaw Convention as amended or unamended in

connection with liability of air carriers and for luggage during flights, 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 Athens Convention for international travel by sea and the Berne Convention for international travel by rail). Please note: where a carrier would not be obliged to make any payment to you under the applicable international convention or regulation in respect of a claim or part of a claim, we similarly are 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 for the complaint or claim in question. Copies of the applicable international conventions and regulations are available from us on request.

8.8 Please note, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description (1) 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 (2) 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.

8.9 You must provide us and our insurers with all assistance we may reasonably require in order to deal with any complaints or claims you might have so we can deal with these for you as efficiently as possible. You must also tell us and the supplier concerned about your claim or complaint as set out in these Bookings Terms and Conditions and in accordance with Clauses 8.6 and 14. If asked to do so, you must transfer to us or our insurers any rights you have against the supplier or whoever else is responsible for your claim or complaint (if the person concerned is under 18, their parent or guardian must do so). You must also agree to cooperate fully with us and our insurers if we or our insurers want to enforce any rights which are transferred.

8.10 Under EU law you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. However reimbursement in such cases will not automatically entitle you to a refund of your flight cost from us. Your right to a refund and/or compensation from us is set out in Clauses 5 and 6. If any payments to you are due from us, any payment made to you by the airline will be

deducted from this amount. If your airline does not comply with these rules you should complain to the Air Transport Users' Council on 020 7240 6061 (<http://www.auc.org.uk>).

## **9. CHECK-IN**

Remember, flight timings in our brochures and on our website are for guidance only and are subject to change. The times quoted on your documentation are local times. All passengers must check in at least 120 minutes (2 hours) before the latest flight departure time advised by us regardless of any delay, or any such other period notified to you by us. Seats are not pre-bookable and you are therefore more likely to get the seats which meet your requirements if you check in early. If your outbound reservation is not used, then your inbound reservation is automatically cancelled. We will not be responsible if you arrive late for the specified check-in time or for the flight, nor can we accept any responsibility for any loss by you of your travel tickets, vouchers or coupons.

There are a number of reasons for which you could be refused boarding or entry:

1. If you arrive late for the specified check-in time. We accept no responsibility should you be unable to board the aircraft for any reason. Your ticket is not transferable.
2. If you do not hold a valid passport and/or visa required for entry or exit from the country of origin or destination or have insufficient funds.
3. If in the opinion of a person in authority you appear to be unfit to travel or likely to cause discomfort or disturbance to other passengers our responsibility for your flight will immediately cease.
4. If you fail to co-operate with airport authorities who have powers of stopping and searching persons or luggage under the UK Aviation and Security Act 1990.

In any of the above circumstances we will not be responsible for any costs you may incur nor will we make any refunds to you in relation to these incidents.

## **10. TRAVEL DOCUMENTS**

The passport, visa and health requirements at the time of booking your flight are shown on the Foreign and Commonwealth Office website ([www.fco.gov.uk](http://www.fco.gov.uk)). It is your responsibility to ensure that you and all members of your party are in possession of all necessary travel and health documents, and in compliance with any other immigration requirements, before travel. If you or any member of your party is not a British Citizen or holds a non-British passport, you must check passport and visa requirements with the embassy or consulate of the

country(ies) to or through which you are intending to travel. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

## **11. SPECIAL REQUESTS**

We will try to meet any special requests you tell us about before you leave but we cannot guarantee these. If we cannot meet your special request, we will not pay any compensation and will not have any liability. We will not always be able to tell you before you leave if we cannot meet your special requests.

Special requests are allocated in booking reference order and are therefore more likely to be met on earlier rather than later bookings. Special requests (for which a fee is charged and will be confirmed to you at the time you make a special request) do not form part of your contract with us and in the highly unlikely event that such a request is not met, the fee paid by you will be refunded.

## **12. INFANTS**

One infant less than 2 years old on the date of the return journey may sit on a parent's lap on a flight and will be charged an administration fee (confirmed to you at the time of booking). You may purchase a seat for your infant provided you bring along a child's car seat approved by us. Further information is available upon request.

## **13. UNACCOMPANIED MINORS**

We do not accept bookings for any children travelling alone under 16 years of age on the date of travel unless accompanied by an adult aged 18 years or over. Please contact us for more details.

## **14. COMPLAINTS**

We have one of the most enviable customer service records in the travel industry and it is highly unlikely that you will have any cause for complaint regarding your travel arrangements. Please take careful note of our complaints' procedures as it is absolutely essential that if you do have a complaint you accurately follow the procedures set out in this paragraph. These procedures are designed to allow any difficulties to be solved as efficiently as possible, and if you do not follow them we may be unable to consider any complaint made after the end of your travel arrangements. You must first report any problem to the flight supplier either directly in

person at the time of through a contact telephone number on your travel documentation. This means that any problems can be looked into straight away and put right there and then to the satisfaction of all concerned. In the unlikely event that the problem cannot be remedied you must then telephone or email our offices to advise us of the situation. If, after taking these steps, you remain dissatisfied you must request and complete a report form. If you wish to make a complaint after your return home and only after the above procedures have been followed, you must do so in writing to our offices by recorded or registered mail to arrive no later than 28 days after the completion of your travel arrangements. You must enclose a copy of your report form.

#### **15. TRAVEL INSURANCE**

You must have adequate insurance cover suitable for your travel arrangements and your particular needs and which provides cover for the cost of cancellation by you, a 24-hour emergency and repatriation service in the event of accident or illness, loss of luggage, delay and curtailment cover plus loss of personal items and cash. Experience has taught us that the overwhelming majority of our clients either already have year-round policies or prefer taking out their own. We, therefore, no longer automatically offer this facility and strongly recommend that you arrange cover yourself. Teleticket cannot be held responsible for any liability, expenses or losses you may incur as a result of having inadequate travel insurance.

#### **16. HEALTH REGULATIONS**

You are recommended to obtain a copy of the leaflet "Health and Advice for Travelers" published by the Department of Health which is available from most post offices or by telephoning 0800 555777 prior to travel. If you are pregnant, before confirming your booking please check to ascertain whether the airline on which you will be flying will accept your reservation as restrictions may apply.

#### **17. WEBSITE/ADVERTISING MATERIALS ACCURACY**

We work extremely hard to ensure that everything you read in our advertising materials or on our website is as accurate and up-to-date as possible. However, it is possible that certain advertised facilities may be withdrawn as a result of decisions outside our control such as adverse weather or failure of transportation facilities. We do not accept liability if facilities are withdrawn for reasons beyond our control (in accordance with Clause 7).

#### **18. BEHAVIOUR**

You must accept responsibility for the proper conduct of you and your party. In cases of serious misconduct we reserve the right to terminate your contract with us for travel arrangements and if we do so we shall have no further responsibility to you. Such action can also be taken by airline or airport personnel. If you cause delay or diversion to your flight, you agree to indemnify us against any claim including costs made against us.

## **19. YOUR FLIGHT**

Travel arrangements featured in our advertising materials or on our website include but are not limited to flights with Air Malta, British Midland, Kathago Airlines, Jet2, Cyprus Airways, British Airways, Thomsonfly, Thomas Cook Airlines, Monarch Airlines, Easyjet and Air Europa. Aircraft types include but are not limited to Boeing 737, 747, 757, 767, 777, Airbus Industrie A300, A319, A320, A321, McDonnell-Douglas MD80, MD83. We reserve the right to substitute carriers or aircraft types without notice. We have no control over delays or rescheduling and under such circumstances any arrangements made for meals or accommodation are provided at the discretion of the carrier concerned.

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 who are subject to an operating ban within the EU. The Community list is available for inspection at [http://europa.eu.int/comm/transport/air/safety/flywell\\_en.htm](http://europa.eu.int/comm/transport/air/safety/flywell_en.htm). In accordance with EU Regulations we are required to advise you of the actual carrier(s) or, if the actual 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. 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 7 will apply.

We are not always in a position at the time of booking to confirm the flight timings which will be used in connection with your flight. The flight timings shown in our advertising materials, on our website and/or detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation.

Flight timings are outside our control. They are set by airlines and are subject to various factors including air traffic control restrictions, weather conditions, potential technical problems and the ability of passengers to check in on time. Specific instructions relating to departure and travel arrangements will be sent with your air or other travel tickets approximately 2 weeks before departure. 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. Any change in the identity of the carrier, flight timings, and/or aircraft type (if advised) will not entitle you to cancel or change to other arrangements without paying our normal charges except where specified in these conditions.

## **20. CONDITIONS OF CARRIAGE**

The contractual terms of the companies that provide the transportation for your travel arrangements will apply to this contract. These may contain terms that limit or exclude liability and affect your rights to compensation. You may ask for copies of the relevant conditions of carriage from our offices. Please note that in accordance with Air Navigation Orders a child must be under 2 years of age on the date of his/her return flight in order to qualify for infant status.

In addition, it is the passengers responsibility to ensure that they can meet the immigration requirements of the destination country. For example passengers may require visas, a return reservation and proof that they can financially support themselves for the duration of their stay. Great care should be taken to comply with the above as the financial penalties associated with refusal of entry by the immigration authorities are severe. Please read the section on [Refusal](#) of Entry for more information

### **Refusal of Entry**

If you are denied entry into any country, you will be responsible for any fine or charges assessed against us by the Government concerned and for the cost of transporting you from that country. The fare collected for carriage to the point of refusal or denied entry will not be refunded by us.

## **21. DATA PROTECTION**

Please be assured that we have measures in place to protect the personal booking information held by us. This will be passed on to the principal and the relevant suppliers of your travel arrangements. It may also be provided to public authorities, such as customs or immigration officials, if required by them, or as required by law. Certain information may also be passed on to security or credit checking companies. If you travel outside the European Economic Area, controls on data protection may not be as strong as in this country. We will only pass your information on to persons responsible for your travel arrangements. This applies to any sensitive information you give us, such as details of disabilities and dietary/religious requirements. If we cannot pass this information to relevant suppliers, whether in the EEA or not, then we are unable to complete your booking. By making this booking you consent to this information being passed on to the relevant person(s). We will hold your information and may use it to inform you of offers in the future or send you brochures. If you do not wish to receive any further information please let us know at time of booking or by letter. You are entitled to a copy of your information held by us. If you would like to see this, please ask us (we may make a small charge of £10 for providing this to you). Full details of our Data Protection Policy are available on request.