

# Terms and Conditions

These booking terms and conditions govern all bookings that you make with Trayvale Travel Limited of 36 Eastcastle Street, London, W1W 8DP, United Kingdom. They vary depending on whether you make a booking with us for a package holiday or flight only, accommodation only or other separate travel arrangements, ("Individual Components"). If you book Individual Components with us, we will make the booking as agent for the relevant supplier(s) (e.g. the airline or hotel supplier) and your contract will be subject to the supplier's own terms and conditions which could limit or exclude liability to you, often in accordance with international conventions. Copies of the supplier's terms and the international conventions are available on request. If you book a package holiday, your contract will be with Trayvale Travel Limited. Please see the terms which apply to package holiday contracts which follow these website agency terms and conditions.

No contract will come into existence between us until we accept your booking and we receive your booking via Amadeus and full payment in cleared funds. We reserve the right to refuse, at our sole discretion, any booking. For online bookings, the contract will come into existence upon acceptance of the booking conditions presented at the end of the booking process and once we have received your full payment in cleared funds.

All services offered are subject to availability.

When you make a booking, you confirm that you have the authority to accept, and do accept these conditions on your behalf and on behalf of all passengers of the travelling party and further, if you are making a booking on behalf of your agency colleague, that you are responsible for all payments due from each and every party member for whom you are making a booking.

It is your responsibility to ensure that any information which you give us is accurate and that information which is given to you by us or any of our suppliers is passed on to all members of your party.

## **DATA PROTECTION POLICY**

In order to process your booking and to ensure that your clients or passengers travel arrangements run smoothly and meet your requirements, we need to use the information you provide such as their name, telephone numbers and address, and any special needs/dietary requirements, etc.

We take full responsibility for ensuring that proper security measures are in place to protect your information. We must pass the information on to the relevant airlines of your travel arrangements. The information may also be provided to security or credit checking companies, public authorities such as customs and immigration if required by them, or as required by law.

## **BOOKING YOUR TRAVEL ARRANGEMENTS**

### **Bookings made online:**

If you book online, you must provide us with all information which we require. You must also ensure that the credit or debit card you are using is your own which belongs to the

travel agency (or, subject to our agreement, if it is a third party's you have their express authorisation, to use their credit or debit card) and that sufficient funds are available to cover the cost of the arrangements which you book with us.

When we receive and accept your booking we will send you a confirmation e-mail and invoice and debit payment from you. We do not make any representation or warranty as to the availability of any package holiday, flight or Individual Components nor that our booking services are free from infection of viruses or anything else that has a contaminating or destructive effect on your property.

### **Bookings made by telephone**

If you make a booking by telephone you must provide us with all information which we require. You must also ensure that all information which you provide is accurate and that the credit or debit card you are using is your own or, subject to our agreement, if it is a third party's you have their express authorisation to use their credit or debit card and that sufficient funds are available to cover the cost of the arrangements which you book with us.

If we accept your booking, we shall debit payment from you and send you a confirmation invoice. From this point cancellation charges will apply: Please note that a telephone booking confirmation is as firmly confirmed as if it were made/confirmed in writing immediately. As soon as you receive the confirmation, please check the details carefully and inform us immediately if anything appears to be incorrect as it may not be possible to make changes later.

### **PAYMENTS**

You must pay the balance by the due date shown on the confirmation invoice. Please note for some telephone bookings full payment may be required IMMEDIATELY i.e. before you receive our confirmation invoice. If this applies you will be advised when the booking is made. **All credit/charge card payments are subject to a surcharge. All cheque payments require 7 days to clear.** Until full payment has been received the price of your booking may increase as a result of fuel or other surcharges which may be imposed by airliners. Please note we do not accept responsibility for cash sent by courier or post, even if sent by registered or recorded delivery post or any other special delivery.

**PASSPORTS, VISA AND HEALTH REQUIREMENTS - You are responsible for checking all these items and ensuring your passengers has all the correct travel documents are in order**

**Passport and Visa:** You as the agent must consult the relevant Embassy or Consulate for this information. Requirements may change and you should check for up-to-date position in good time before booking/departure. We accept no liability if you passengers are refused entry onto the flight or into any country due to failure on your part to carry the correct passport, visa or other documents required by any airline, authority or country. You must have a passport which is valid for six months after your intended date of return. You must ensure that you have advised your clients the correct visa and health entry requirements for all countries visited including countries they may just be transiting through. This includes all stops made by the aircraft even if they do not leave the aircraft or airport. USA note: Security and entry requirements have been increased. Please enquire with the US authorities about the requirements which apply to you before you book.

## **SPECIAL REQUESTS**

If your clients have any special requests, please advise us at time of booking. Although we will endeavour to pass any such requests on to the relevant airliner, we regret we cannot guarantee any request will be met. Failure to meet any special request will not be a breach of contract on our part.

## **BEHAVIOUR**

When you book with us, you accept responsibility for any damage or loss caused by you or any member of your party. Payment for any such damage or loss must be made at the time direct to the accommodation owner or manager or other supplier. If you fail to do so, you must indemnify us against any claims (including legal costs) subsequently made against us as a result of your actions. We expect all clients to have consideration for other people. If in our reasonable opinion or in the opinion of any other persons in authority you are behaving in such a way to cause or to be likely to cause distress, danger or annoyance to any third party or damage to property, we reserve the right to terminate your arrangements without notice. In this situation your total booking with us, including your return transportation arrangements, will immediately cease and we will not be responsible for paying any costs, expenses, refunds or compensation.

## **FORCE MAJEURE**

We will not pay you compensation and will not be held responsible, if we have to cancel or change your travel arrangements in any way because of unusual or unforeseeable circumstances beyond our control. These can include war or threat of war, civil strife, industrial dispute including air traffic control disputes, terrorist activity and its consequences, natural and nuclear disaster, fire or adverse weather conditions, epidemics & pandemics, unavoidable technical problems with transport, closure or congestion of airports or ports. You can check the current position of any country by telephoning the Foreign and Commonwealth Office's Travel Advice Unit on 0845 850 2829

## **FLIGHTS AND FLIGHT TRAVEL DOCUMENTS**

Please note that a flight described in your flight ticket as "direct" will not necessarily be non-stop. All departure/arrival times on your flight ticket are provided by the airlines concerned and are estimates only. They may change due to air traffic control restrictions, weather conditions, operational/maintenance requirements and the requirement for passengers to check in on time. We are unable to make any special arrangements for your passengers booked if they are delayed; these matters are at the sole discretion of the airline concerned.

In relation to flights, an infant must be under 2 years of age on the date of their return flight to be entitled to the infant fare level which is usually 10% of IATA's published fare.

Please note that where a sector of a flight itinerary is not utilised without contacting the carrier directly any remaining sectors may be subject to cancellation without further notification. Where this situation arises we are unable to accept responsibility for any costs incurred.

In accordance with EU regulations 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 within the EU Community. The Community list is available for inspection at [http://ec.europa.eu/transport/air/safety/flywell\\_en.htm](http://ec.europa.eu/transport/air/safety/flywell_en.htm).

1. We reserve the right to change the airline in the event that the airline is blacklisted under the EU regulations. Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible and in all cases at check-in or at the boarding gate.

### **RECONFIRMING ALL FLIGHTS**

You must telephone us or the airline at least 72 hours before the departure time shown on the ticket to confirm that there have been no changes. This applies to both outbound and return flights. We will not be liable for any additional costs due to your failure to reconfirm flights. Reconfirming your flight at least 72 hours before departure is a minimum requirement.

### **TRAVEL DOCUMENTS CHECKING AND DESPATCH**

It is “the sub-agents” responsibility to check that all travel documents issued are correct. The passenger names and ages for all documentation will be that given at the time of booking. Documents will normally be issued within 48 hours from the time of booking. For bookings made within 2 days of departure it may be necessary for you to collect your air tickets at our offices. Any other vouchers will be posted, faxed or e-mailed to you direct. Scheduled airline tickets are sent by Royal Mail first class post. In the event of ticket loss or delay, it will be your responsibility to contact our office and rearrange delivery for e-tickets.

### **INSURANCE**

We strongly recommend that you the “sub-agent” advise all passengers booked are covered by a policy of travel insurance.

### **E-TICKETS**

Some airlines offer only electronic confirmation of your reservation, or 'e-ticketing', on certain routes. If you are travelling on an e-ticket route we can at your request provide you with a paper ticket where permitted. Where you make a request for a paper ticket, an administration fee of £10 per ticket will be levied in addition to any applicable airline charge.

### **AIRLINE TICKET REFUNDS**

Air tickets returned to us for a refund are subject to an administration charge of £25 per ticket, irrespective of the number of tickets returned and the sub-agent will be required to pay a per ticket cancellation charge imposed by the airline pursuant to their terms and conditions. There is no automatic right to a refund and, when you return an air ticket to us, we will arrange for it to be presented to the respective airline to assess eligibility for a possible refund in accordance with the relevant airline's terms and conditions. We recommend that you return such air tickets to us either instructing us by e-mail to [office@trayvale.com](mailto:office@trayvale.com) or special delivery post as we do not accept responsibility for documents mislaid or lost by the Royal Mail.

If a recoverable air ticket refund is less than the above administration charge, the ticket will be deemed to be fully non-refundable. An administration fee of £25 per ticket will be levied on any non-refundable ticket where a tax refund application is made by us at your request and on your behalf. If the recoverable tax components for your ticket are less than the administration charge the ticket will be deemed to be fully non-refundable. Refunds will not be paid to you until they have been received by us from the relevant airliner. In the case of airline ticket refunds this is normally 6-8 weeks from the point the tickets are submitted for consideration to the airline.

## **SCHEDULED AIRLINE FAILURE ADMINISTRATION FEE**

If you are holding a ticket(s) on an airline which fails due to insolvency and has ceased flying, the money you have paid for your ticket(s) may be lost. As part of the requirements under our ATOL licence issued by the Civil Aviation Authority to protect our customers, we undertake to ensure that, should this happen, our customers receive compensation for their loss to the extent referred to below. In the event of a scheduled airline failure as a result of an insolvent winding-up : prior to commencement of a passenger's trip, all monies paid by the passenger either as a deposit, or as the case may be, as the price for the scheduled airline ticket(s) will be refunded to the passenger in full; or After the passenger's trip has commenced: the sum equivalent to the price paid for the ticket(s) for such scheduled airline flights forming part of the trip as were cancelled as a direct result of the airline failure will be refunded to the passenger in full; or if the trip is curtailed forthwith upon the airline failure, the cost of direct return transportation to the United Kingdom to a similar standard to that originally booked as part of the trip, such return flight commencing at the point of curtailment of the trip as the direct result of the airline failure.

As a fee for our administering both the claims and/or the repatriation of passengers we will charge each customer a nominal administration fee for this service. This fee forms part of the cost of each airline ticket purchased from us and is not optional.

## **FLIGHT CHANGES**

Should your flight be cancelled your rights and remedies will be governed by the airline's conditions of carriage. As a result you may be entitled to: (a) Carriage on another flight with the same airline without additional costs; (b) Re-routing to your destination with another carrier without additional costs; (c) Receiving a full refund; or (d) Some other right or remedy. If a schedule change occurs to the itinerary prior to our receipt from you of the full price, or prior to the issue of your tickets (on either the outbound or return flight) we will do our best to notify you on behalf of the carrier. Should a schedule change occur to the itinerary after full balance/ticket issue, on either the outbound or return flights the relevant supplier's decision will be final and amendment charges may apply.

## **CHANGES BY YOU**

If you wish to change any item - other than increasing the number of persons in your party - and providing we can accommodate the change, you will have to pay an Amendment Fee per person which will be notified at the time of change. Otherwise any changes come under the terms of the Cancellation clause 19.

## **CANCELLATION BY YOU**

The Sub Agent may cancel the booking of Individual Components at any time, providing that the sub agent who made the booking notifies us in writing. Since we incur costs in cancelling your arrangements we will charge cancellation fees based on the day your written cancellation is received and whether your tickets have been issued.

## **Air Ticket Refunds**

Many airline tickets are paid for in full at the time of booking and are not refundable if you cancel. We will tell you at the time of booking. In respect of any alteration to an APEX ticket or certain other special fare tickets, some suppliers (particularly airlines) may treat a name change as a cancellation and as such will not refund any monies. Where an outbound portion of your flight coupon is not used the return sector will be automatically cancelled by the airline and no automatic right to a refund exists for such

part-used tickets. All other partly used tickets are normally non-refundable and cancellations made within 24 hours of departure are non-refundable.

### **Other Individual Components**

For all other Individual Components, unless your confirmation invoice specifies different cancellation charges, the charges below shall apply:

- Period before departure
- (subject to amount of cancellation charge documents being issued) shown as percentage of the full price for the Individual Components)
  
- Prior to balance being collected
- Deposit only
  
- Failure to arrive at the departure airport
- 100% non refundable

### **PROBLEMS**

If you incur any problems during your trip, it is essential that you bring them to the attention of the airline and our agent or staff as soon as it occurs to give us a chance to investigate and rectify. If the problem cannot be rectified, the sub agent must contact us, in writing, within 28 days of your passengers return. If you do not raise the matter during your trip, this will affect any later claim you may make.

### **OUR RESPONSIBILITY**

As we act only as a booking agent for the third party suppliers of your Individual Components, we have no liability if they are deficient nor do we have any liability for loss, personal injury or death however incurred unless caused by our negligence.

### **DEPARTURE TAXES**

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 non-refundable by us.

### **LAW**

These booking terms and conditions are governed by English law and the courts of England and Wales have non-exclusive jurisdiction. Additionally your accommodation booking may also be subject to local laws, customs and sensitivities, which may change from time to time.

### **YOUR FINANCIAL PROTECTION**

We are a fully bonded member of ABTA (No: L4591), and hold ATOL license 3373 issued by the Civil Aviation Authority, which provides for your financial protection. 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 advance booking. Full details can be obtained from the ATOL website ([www.atol.org.uk](http://www.atol.org.uk)).