

## Charter Travel Web Terms and Conditions

### Information and Booking Terms & Conditions

Please take time to read these terms and conditions it is important for both Charter Travel and for you, our client, that you understand our contractual relationship relating to your use of the web site, direct sales or by telephone. These booking conditions are effective from December 01st 2006 and apply to all bookings made thereafter with Charter Travel (Charter Travel). They form the basis of your contract and govern the above company's liability to you and you should therefore read them carefully. By proceeding with your travel booking, you are confirming that you accept these conditions and that these form part of the contract under which we provide you with travel services.

The registered office for Charter Travel is:

49 Greenacres  
Woolton Hill  
Newbury  
Berkshire  
RG20 9TA

This is the user agreement which governs your use of this website or if booking direct, or by telephone. Charter Travel operates as a Tour Operator Principal and as a Travel Agent (Travel Agency Model).

A CONTRACT COMES INTO EXISTANCE ONCE A CONFIRMATION INVOICE/ATOL RECEIPT HAS BEEN ISSUED. FOR PUBLISHED FARES A CONTRACT COMES INTO EXISTANCE ONCE FULL PAYMENT HAS BEEN RECEIVED.

All monies paid by you for the holiday/flights shown are ATOL protected by the Civil Aviation Authority, the ATOL holder's name and ATOL number are shown, for more information see the ATOL holder's Terms and Conditions. Please check all names, dates and timings are correct on receipt of this and all future documents and advise us of any errors immediately by recorded delivery. Details shown on this INVOICE/ATOL receipt are correct as at the time of booking

When the booking is with Charter Travel (ATOL 4151) then Charter Travel's Terms and Conditions apply (see sections B and C). However, when Charter Travel acts as agents for the ATOL Holder/Principal, the ATOL Holder/Principal's Terms and Conditions apply (see sections A and C). Certain flights are non-changeable/non-refundable; all Car Hire is non-changeable/non-refundable. Where other changes are permitted charges will be incurred. Your balance is due by the date shown above. No payment reminders will be sent and late payments will be subject to a supplementary charge (see section C).

All cheques should be made payable to CHARTER TRAVEL. You will not normally be sent a receipt unless requested when paying your final balance. Receipts can take up to 14 days to be received. Accounts paid in full by credit card/debit card will be subject to an additional charge of 3.5% of the invoice total. We regret that failure to pay the full balance of your invoice/ATOL receipt total by the required payment date with cleared funds will result in the cancellation of this booking. If your booking is cancelled due to the non payment of the invoice/ATOL receipt, we reserve the right to retain all monies paid to date. It is a condition of certain tour operators and airlines that you take out adequate travel insurance. We strongly recommend that you take out travel insurance once you have made your booking and this can be arranged by us on your behalf. Please ask for details. Tickets will be sent out 4/7 days before departure date.

For bookings which Charter Travel expressly agrees to provide as principal, your contract will be with Charter Travel. Charter Travel details will be confirmed in your invoice/ATOL receipt or booking confirmation.

The agency model means that we act as a disclosed agent for third party suppliers, such as a tour

operator, hotel or car hire firms. What this means is that the contract for the product is between you and the supplier. In most cases this will mean that there are additional terms and conditions governing the contract as each supplier will have terms and conditions relating to that product. Please make sure that you have read these terms and conditions before completing your transaction with us. You can easily request them from our Customer Services by using one of the methods detailed at the end of these terms.

Where we act as agent this will mean that we have no contractual liability to you in respect of that product. However, we may still be liable to you if we have been negligent, or have misrepresented important information or have been in breach of any other relevant law. Where we act as principal and where we act as agent.

Charter Travel in this document is termed as we and us however not all of the products or services we provide are supplied by us; therefore the contract for these products and/or services will be between you and that third party. Because the contract for the product is between you and the supplier any queries or concerns relating to the product should be addressed to them. You will see the name and address, plus contact details, for most suppliers at the bottom of the more info section for each product and for all suppliers in any confirmatory e-mail/letter we send you. We will of course assist you with this if you wish - please contact Customer Services.

Where your contract is not with Charter Travel but with a third party supplier such as a tour operator or holiday extra, Charter Travel may pass your credit card (or details of any other payment method allowed) and any other essential booking details to that third party. The placing of an booking for any goods and services by you will constitute consent to us passing on such details.

What Particular Expressions Mean in These Conditions "We", "our", "ourselves" and "us" mean Charter Travel. "you", "your" and "yourself" means any person who makes a Booking for a Package or Other Holiday Arrangement, either directly (as principal) or indirectly (as another beneficiary) with us;

"Booking" means an Order made by you for the purchase of a Package or Other Holiday Arrangement with or through us, which has been accepted by us.

"Force Majeure" means unusual, unforeseeable or unavoidable events beyond our control, the consequences of which could not be avoided even if all due care has been exercised including but not limited to war, threat of war, riot, civil disobedience or strife, government action, terrorist activity, natural or industrial disaster, fire, adverse weather conditions, level of water in rivers or floods, closure of airports and may also include industrial dispute involving third parties, technical or maintenance problems or unforeseen operational decisions of air carriers such as changes of schedule or any failure in the information technology infrastructure (including but not limited to our website) or failure in internet connections.

"Low Bookings" means circumstances where the number of persons who have booked a Package or Other Holiday Arrangement is less than the minimum required to make it viable.

"Order" means a request made by you to us to purchase (either through our Online Booking Services, through our Telesales Services or through our Direct Bookings) a Package or Other Holiday Arrangement.

"Other Holiday Arrangement" means any other Booking which is not a Package (e.g. a cruise only, air tickets only, accommodation only, or air tickets and accommodation not booked in combination with each other or another holiday component).

"Package" means a combination of at least two of the following: (a) transport (b) accommodation or (c) another tourist service forming a significant part of your Booking, providing that those two or more components are sold to you at the same time by us as a pre-arranged combination and at an

inclusive price with full payment being made to us;

"Personal Data" shall have the meaning ascribed to it in the Data Protection Act 1998 and/or any other applicable data protection legislation.

"Direct Bookings" means bookings through our retail outlet in Newbury where we make Packages or Other Holiday Arrangements available to you for purchase.

"Telesales Services" means our telesales service where we make Packages or Other Holiday Arrangements available to you for purchase.

### **Charter Travel General Section**

Please note that this section relates generally to your use of the web site, direct bookings or telephone and to all products purchased.

You undertake to us that the details you give to us either on the web site, direct bookings or by telephone, are correct in particular that the credit or debit card you are using is your own and that there are sufficient funds to cover the cost of the travel arrangement.

If there are any changes to the details supplied to us by you it is your responsibility to inform chartertravel.co.uk via our web form or by contacting our Customer Services as soon as possible.

Our web site will not stop you from making impossible bookings such as two flights to the same place at the same time or a flight to one place and car hire to another at the same time. If you make that kind of booking we won't give you a refund.

We will do our best to correct errors and omissions as quickly as practicable after being notified of them. However because of the sophisticated technology that is required in operating Charter Travel related websites, there may be times when obvious errors occur. For example, very occasionally, this may result in a price, product or service or other detail displayed or presented on the web site being incorrect. In this case we reserve the right to cancel that contract, but this of course will be without any liability to you.

The name on the passport must match the name on the ticket, otherwise you may not be able to travel and insurance may be invalid. If, after booking but before travelling, any member of your party changes their name, e.g. as a result of getting married, we must be notified immediately. Not all suppliers will allow a name change so it is important that you advise us as soon as possible so that we can make the necessary changes to your documentation. Please note that in all cases where a change is approved you will be liable for the cancellation/change fees.

We do not make any warranty that this website is free from infection by viruses or anything else that has contaminating or destructive properties.

### **1. Data Protection and Privacy Policy**

Cookies Charter Travel December 2006 please find below our privacy policy for all charter travel related websites which shall be deemed to be incorporated into these terms and conditions. We are Charter Travel our registered address is:

49 Greenacres  
Woolton Hill  
Newbury  
Berkshire  
RG20 9TA

Charter Travel takes the privacy of its customer's data very seriously. Please read the following policy

to understand how we will treat your personal data after it has been collected by us through your use of one of chartertravel.co.uk website, direct, or telephone. If this policy changes then we will let you know via our homepage but we assure you that we only use your data as specified here and for our legitimate business reasons.

- We can collect data on you from a variety of different sources these include:
  - When you purchase from the website, direct, or telephone.
  - When you subscribe to our newsletter;
  - When you speak to our customer services personnel;
  - via explicit data capture measures, for example by entering competitions and completing surveys;
  - Via implicit data capture measures such as studying which pages you read the most and the use of cookies.
  - In any of the above cases the data we collect could be personal data.

When you buy anything via the site or give us any personal data as indicated above, we may need to collect information about you to process the transaction, to fulfil your booking and provide you with the services you expect then and in the future. This information may include, but is not limited to, details such as your name, your address, your phone number and your credit card details.

Unless we have your express consent we will only disclose personal data to third parties if this is required for the purpose of completing your transaction with us. This is of course subject to the proviso that we may disclose your data to certain permitted third parties, such as members of our own group, our own professional advisers who are bound by confidentiality codes, and when we are legally obliged to disclose your data.

By becoming a subscriber to our newsletters you consent to receive from us by e-mail our e-newsletter and details of other special offers which we may think may be of interest to you.

Charter Travel retains and uses your personal information to provide you with the best experience by providing you with a personalised service and to give you details of offers which we think will be of interest to you. We may also use the information to process any transactions you undertake with us and for internal administration and analysis. For quality assurance and training reasons we record most of the calls you make to us.

We do not sell, rent or trade your personal information to third parties for marketing purposes without your express consent.

### **Cookies**

Each web site owned and operated by the chartertravel.co.uk uses cookies. A cookie is a small text file of which there are three types:

**Session cookies:** These are used to maintain something called session state. If you consider your journey through the site to be a conversation with us and this cookie just reminds the site where we were in that conversation (for instance if at some point in the conversation you asked us to add a hotel to your basket, next time you click on the basket it is still there). These are required for the site to function but are not used in any way to identify you personally.

**Permanent cookies:** These store a few numbers on your hard drive. You can view them by looking in the cookies directory of your browser installation if you are interested. They last for a long time and each time you come to our site you send us a copy of them. We use them to identify you between visits. For instance if you were looking at hotels in London last time you were on the site and we have a great hotel deal we may use this cookie to recognise you and show you our great deal. They are not required for the site to work but may enhance your experience. We do not store any personal data in these cookies, just a unique number that identifies you to us.

Third Party Cookies: You may have noticed that we carry advertising from third parties on our site. Occasionally they may send you a cookie. We have no control over these.

Although you cannot block "session" cookies as they are required for our site to function correctly you can configure your internet browser so that it can reject both "permanent" and "third party" cookies. How you do this will depend upon the internet browser you use (for example, Internet Explorer 5, Netscape 4 or Opera etc) and it is therefore impractical for us to detail here how you can reject those cookies. Please refer to the relevant internet browser manufacturer's website where you should be able to receive all the information you need.

**Third Party Advertising** The ads appearing on this Web site is delivered to you, on our behalf, by our Web advertising partner. Information about your visit to this site, such as number of times you have viewed an ad (but not your name, address, or any other personal information), is used to serve ads.

#### **Data**

In the UK we operate and are registered in accordance with applicable data protection legislation.

#### **Consent**

By disclosing your personal information to us using this website or over the telephone, you consent to the collection, storage and processing of your personal information by Charter Travel in the manner set out in this Privacy Policy. Some information and e-mails sent to chartertravel.co.uk may be used as testimonials but no e-mail address or contact details will be displayed.

**Opt-Out Policy** Newsletter subscribers have the option to opt-out of receiving further information from us.

**Contact** If you have any questions or concerns about the information we hold about you, you can also contact us:

Charter Travel 49  
Greenacres  
Woolton Hill  
Newbury  
Berkshire  
RG20 9TA  
info@chartertravel.co.uk