

# **Booking Conditions for all Bookings (Holiday; Flights and Pilgrim Trips with Flywell Travel Ltd**

Your contract shall be with Flywell Travel Ltd and the following booking terms and conditions will form the basis of your entire contract with Flywell travel Ltd.

Please read them carefully

## **1.RESERVING YOUR HOLIDAY:**

On the receipt of your request and deposit we will confirm your booking and from that point cancellations charges apply and send you a confirmation with details of your arrangements. Please note that a telephone booking confirmation is as firmly confirmed, as it was made/confirmed in writing at the time.

## **2.PRICE GUARANTEE:**

**CHARTER FLIGHT ARRANGMENTS:** - The price shown on this confirmation invoice will not be subject to any surcharges.

**SCHEDULED FLIGHT ARRANGEMENTS:** - As scheduled airlines reserve the right to increase prices at any time the price shown on your confirmation invoice will **ONLY** be guaranteed once full payment is received. The payment of deposits guarantees your seats, not the price. However these guarantees do not cover any increase in Fuel surcharges increments by the Airlines prior to issuing of the Tickets

**GOVERNMENT ACTIONS:** - Our price guarantee cannot cover increases due to direct government actions. E.G. The impositions of vat or passenger levy.

## **3.MINOR CHANGES TO YOUR HOLIDAY: -**

If we are obliged to make any minor change in the arrangement for your holiday we will inform you as soon as possible.

## **4.MAJOR CHANGES TO YOUR HOLIDAY: -**

If before you depart we have to make any major changes to your holiday arrangements e.g. change of departure time of more than 12 hours. Change of airport (but excluding changes airport s in London region, aircraft type or airline) it will only be because we are forced to do so by circumstances usually beyond control in such unlikely event we will inform you immediately as close as possible to your original choice.

You will then have a choice of accepting, taking another available holiday of similar price or cancelling. Should you choose to cancel you will be reimbursed all monies paid to us.

## **5.GROUP HOLIDAYS: -**

Some of our holidays are based on minimum number of participants and unlikely event that these numbers are not reached we reserve the right to cancel the tour and refund all payment made. Prices are subject to increase if the group size reduced.

## **6.FLIGHTS: -**

Details of the airline, flight number/scheduled and destination airport will be shown on your invoice/confirmation. We regret we are unable to guarantee specific aircraft types or airline.

## **7.INSURANCE: -**

The company strongly recommend that the client take out adequate insurance. The client is herewith recommended to read the terms of any insurance affected to satisfy them to the fitness of cover. The company will be pleased to quote you for insurance. Should insurance be declined you will be asked to sign our indemnity form.

## **8.MAKING A BOOKING: -**

The person making a booking becomes responsible to the company for payment of the total price of the arrangements for all the passengers shown on the invoice.

### **9.DEPOSIT: -**

The company will not confirm any booking until the required deposit has been paid.

### **10.CHANGES TO YOUR ARRANGMENTS: -**

If you wish to change any item-other then increasing the number of parsons – and providing we can accommodate the charge, you will have to pay an amendment fee per person where these fees can vary greatly and will be advised at the time changes are made. Changes must be confirmed to us in writing. From time we are required to collect additional taxes. You will be informed of any additional taxes prior to ticket issue.

### **11.CANCELLATION: -**

Should you or any member of your party be forced to cancel your holiday we must to be notified in writing by the person who make the booking and who is therefore responsible for the payment of the cancellation charges. Cancellation charges on airline tickets are dependent on the airline, the fare type and when cancellation takes place varying 25%to 100%. Please check at the time of booking. It should be noted that the majority of discounted airline tickets carry 100% cancellation charge.

Cancellation charges are calculated from the date we receive the written notice of cancellations.

Amount of cancellation charge  
(Shown as a % total holiday cost)

More then 42 days.....	deposit
29-42 days.....	50%
15-28 days.....	70%
08-14 days.....	90%
01-07 days.....	100%

**AFTER TICKET ISSUE:** - cancellations will result unless 100% of total costs of all travel in most cases. Please consult your reservation advisor. Charter flights carry a 100% cancellation fee both before and after ticket issue.

### **12.LEGAL JURISDICTION**

We accept the jurisdiction of the courts in part of the UK which the client domiciled in the UK the courts of England shall have sole jurisdiction.

### **HAJJ & UMRAH CONDITIONS**

#### **Our Commitment To You For Your Pilgrimage Arrangements**

(a) When you make a booking with us you acknowledge there is an element of risk associated with pilgrimages generally, and particularly in Saudi Arabia for the Hajj. These include overcrowding in hotels and on all forms of transport with majority control of services with appointed Moallims

These risks can also include the risk of injury or illness in remote places without medical facilities. You must be fit enough to undertake the pilgrimage and you must exercise reasonable care for your own safety and the safety of other members in your group.

(b) We do not accept responsibility if any death, personal injury or failure of your pilgrimage arrangements are not caused by any fault of ours, or our agents or suppliers, and are caused by you or someone not connected with your arrangements. We do not accept responsibility if the death, personal injury or failure of the arrangements, is due to unforeseen circumstances which, even with all due care, we, or our agents or suppliers, could not have anticipated or avoided

## **CONDITIONS B**

Please read the following terms and conditions carefully as they apply to all the bookings made. No variations shall be valid unless agreed and confirmed in writing by a director of the company. A verbal variation will not be valid.

The company act as an agent only in transactions relating to flights, car hire, accommodation, package holiday etc and book those facilities for you (the client) on behalf of the supplier or operator (the principle). The company are not the principle and do not act as the principle nor shall they be constructed as being such by inference otherwise. This confirmation does not constitute a contract. Your contract is with the principle named on the invoice. The company are not liable for the principles, actions, failures or omissions.

No bookings will be confirmed unless the required deposit has been received by the company principles reserve the right to increase prices up to date on which they receive the balance. Payment of deposit guarantees your seat, not the price.

Booking made will be immediately subject to the principles terms and conditions and the company have no authority to vary them in the clients favour.

All amendments/ cancellations will incur charges.

Please note that a telephone booking confirmation is firmly confirmed as if it were made/confirmed in writing at the time.

The company will attempt to fulfil client's requirements to its best abilities and in the event of complaint; will pass such complaints to the principal concerned on the client behalf, as agent only. The company will not be able to commit the principal as to their correct course of actions.

The company strongly recommends that the client take out the adequate insurance whether or not the principals conditions of booking. The client is here with recommended to read the terms of any insurance affected to satisfy them as to the fitness of cover. The company will be pleased to quote you for insurance, Should be declined you will be asked to sign our indemnity form.

Please remember that the persons making the booking accept all the booking conditions and its liable for any amendment fees, late payment or cancellations charges that arise on behalf of all the passengers in their party. In additional they are also responsible for checking this and all future documentation and advising us immediately if missing or incorrect. The details on invoice are given in good faith based on information from the principals at the time of booking, Should in transpire that any of these details diff you will be advised immediately

### **PAYMENT: -**

You must pay the balance by the date shown on the conformation. Please note that some telephone bookings full payment may be required IMMEDIATELY, i.e. before you receive confirmation. IF this applies you will be advised when the booking is made. IT IS VERY IMPORTANT THAT YOU PAY THE BALANCE WHEN DUE BECAUSE FAILURE TO DO SO MAY LEAD TO CANCELLATION OY YOUR HOLIDAY AND STILL LEAVE YOU LIABLE TO THE CANCELLATIONS CHARGES.

When an extra "booking charge" applies this will have been advised at the time of booking. All credit cards payments are subject to a 2.5%charge. However where cancellation can be avoided with the principals a late payment fee of £20 will be applied to your balance.

### **PASSPORT, VISA AND HEALTH REQUIREMENTS: -**

The Customer shall always remain responsible to make arrangements to obtain any requirements of the above either independently or with us

Passport and visa: you must consult your relevant embassy or consulate for this information. Requirements may change and you should check for up to date positions in good time before departure. We regret we can accept no liability if you are refused entry onto a flight or into any

country due to failure on your part to carry the correct passport. Visa or other documents required by any airline or country.

**HEALTH-** Recommended inoculations for travel may change at any time and you should change and you should consult your doctor on current recommendations before you depart. Health requirement for your holiday destinations are outlines in the department of health leaflet entitled "the travellers guide to health" (t4), which is available by calling 0800555777. Its is your responsibility to ensure that you obtain all recommended inoculations, take all recommended medication and follow all medical advice in relation to your trip.

**SPECIAL REQUEST AND MEDICAL PROBLEMS** - If you have any special request please advise us at the time of booking, although we will endeavour to pass any such requests on to the relevant supplier. 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, if we feel unable to properly accommodate your particular needs. We must to reserve the right to decline/cancel your booking.

**BEHAVIOR** – when you book with us you accept responsibility for any damage or loss caused by you or any member of your party. Proper payment for any such damage or loss must be made 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 cost) subsequently made against us as a result of your action .we expect all the clients to have consideration for other people .if in our opinion or in the opinion of any other person in authority you are behaving in such a way as to cause or to be likely to cause distress, danger or annoyance to any third party or damage to damage to property we reserve the right to terminate your arrangements without notice.

**FORCE MAJUERE** – we accept for and shall not be liable in respect of any loss and damage or allocations, delays or changing arising from unusual and unforeseeable circumstances beyond control, such as war or threat of war, not civil strife, industrial dispute including air traffic control disputes, terrorist activities, nature and nuclear disaster, fire or adverse weather conditions, technical problems with transport, closure or congestion of airports or ports, cancellation of scheduled by scheduled airlines.

You can check current positions on any country by telephoning the foreign and common wealth offices travel advice unit on 020 7238 4503.

**RECONFIRMING RETURN/ONWARD FLIGHT** – it is your responsibility to ensure that you follow ALL RECONFIRMATIONS INSTRUCTIONS that will be shown on either on the front of the invoice or on your travel documents. The company will not be liable for any additional cost due to your failure to reconfirm you flights.

**DOCUMENT DISPATCH** – the address for all the documents will be that given at the time of booking. Documents will normally be despatched 7 days before departure. N.B for booking made within 14 days of departure it may be necessary for you to collect your air tickets at the airport. Any other vouchers will be posted/faxed to you directly. For additional security scheduled airline tickets are usually sent by special delivery and in this event it is your responsibility to ensure receipt /collection. Late booking may also require special delivery/courier delivery of documents in which case the appropriate charges will have been advised at the time of booking.

#### **IF YOU HAVE A COMPLAINT**

If you have cause for complaint whilst on your pilgrimage, this must be brought to the attention of our in house staff or the local appointed representative / agent immediately so that action can be taken to remedy the problem. The staff or the representative will try to resolve the issue but should they fail the matter will be reported to Head Office for further action