

Legal notices

Access to any information on this Web Site is conditional on your acceptance of the following terms and conditions, information and statements (collectively referred to as Legal Notices). All bookings and purchases made via this Web Site are subject to availability and to the booking terms and conditions and conditions of carriage of Flywell travel Ltd.

If you would like to obtain financial protection for your flight booking, you will need to purchase separately airline failure insurance from a third party insurance provider. Flywell Travel reserves the right to change or update these Legal Notices from time to time without prior notice to users of this Web Site. The current version of the Legal Notices will be displayed within the Web Site from the date on which any changes come into effect. Continued use of this Web Site following any changes to these Legal Notices shall constitute your acceptance of such changes.

Terms and Conditions For Use of This Site

1. User agreement between the user ("User", "you") and Flywell Travel Ltd ("Flywell", "we", "us"). Please read these terms and conditions of use ("Terms and Conditions") before using the flywelltravel.co.uk website ("Site"). You consent to these Terms and Conditions when you use this Site, without qualification. If you disagree with any part of the Terms and Conditions, you may not use this Site in any way.

2. The information on this Site is directed solely at those who access this Site from the United Kingdom mainland. We are an English registered Company. The applicable laws of England and Wales govern our business and the services we offer. No warranties and/or representations of any kind, express or implied, are given as to the compliance of the information shown on this Site, the services offered by or on behalf of us, any information relating to such services and our business in any respect with any laws of any other country which do not, in any event, affect or apply to the same.

3. Site User Obligations

You agree to be bound by the following obligations, including without limitation:

- a. You accept financial responsibility for all transactions made under your name or account
- b. You must be 18 years of age or over and have legal capacity.
- c. You warrant that all information you provide about yourself or anyone else shall be true and accurate.
- d. The Site must not be used for speculative, false or fraudulent bookings.
- e. The transmission of threatening, defamatory, pornographic, political, or racist material or any material that is otherwise unlawful is expressly prohibited.
- f. The Site and any content may not be modified, copied, transmitted, distributed, sold, displayed, licensed or reproduced in any way by you, except that one copy of the information contained within the Site may be made for personal, non-commercial use.

4. For persons who are resident in the United Kingdom or any other country of the European Union, the applicable booking and purchase conditions are those which appear on the relevant product pages and you must read these before confirming your booking or purchase. Residents of other

countries must identify themselves as such at the time of booking or purchase and ascertain whether the booking or purchase will be accepted from their country of residence and the conditions applicable to their booking or purchase. All bookings and purchases are also subject to the general information appearing in our current On-line brochure and product descriptions. We recommend you print a copy of our applicable booking conditions and this additional information together with all other relevant details relating to your chosen holiday or travel arrangements prior to making a booking with us.

5. Booking and purchase conditions contain limitations and exclusions of liability to any person(s) who books and/or takes any of the holidays and/or travel arrangements advertised on this Site. Cancellation and amendment charges are payable if a booking or other purchase is cancelled or amended after it has been confirmed.

6. Access to this Site is conditional on your agreement that all information contained in it and English law will govern all matters, which arise between you and us. Access is further conditional on your agreement that exclusively the Courts of England and Wales will deal with any dispute or matter, which arises between you and us. Flywell Travel Ltd reserves the right to deny access to the Site at any time without notice.

7. No warranties, promises and/or representations of any kind, express or implied, are given as to the accuracy of any of the information contained on this Site or as to the nature, standard, suitability or otherwise of any services offered by us or on our behalf. We shall not be liable for any loss or damage of whatever nature (direct, indirect, consequential or other) which may arise as a result, directly or indirectly, from the use of any of the information or material contained in this Site and/or use of or access to any other information or material via web links from this site or any inability to access or use this Site. These exclusions of liability apply only to the extent permitted by law and, except for information or material accessed via Sites or supplied by an identified Third Party, where consistent with our applicable booking conditions. If any of these exclusions, in whole or part, is found to be unlawful, void or for any other reason unenforceable, that exclusion or part of the exclusion shall be deemed severable and shall not affect the validity or enforceability of the other exclusion(s) or part(s) of the exclusion(s) in question.

8. Flywell travel Ltd may change any aspect of the Site or its content, including the availability of any suppliers, features, information, database or content.

9. Without prejudice to the foregoing provisions, we are entitled to the benefit of any applicable exclusions and/or limitations of liability permitted by the laws of any country found to be applicable to the information shown on this Site and/or any services offered by us or on our behalf.

10. The information and/or prices shown on this Site are updated from time to time and therefore may have changed by the time you come to book your holiday or travel arrangements. Whilst every effort is made to ensure the accuracy of all such information and prices, regrettably errors do occasionally occur. You must therefore ensure you check all details of your chosen holiday or travel arrangements (including the price) at the time of booking.

11. Whilst every effort is made to ensure the accuracy of all information and prices displayed on this Site, regrettably errors do occasionally occur. In the event that an incorrect price has been entered in error, any booking made based on such incorrect price will not be valid. You will be advised of the mistake at the earliest opportunity and you will then have the option either to pay the correct price for the travel arrangements or to cancel and receive a full refund of any monies you may already have paid.

12. The prices and discounts shown on this site are applicable to our website only and may vary from retail shops, TV and telephone direct businesses.

13. The carriage of passengers and their baggage is subject to provisions of the Warsaw convention (as amended if applicable) national legislation and the carrier's conditions of carriage.

14. The copyright in the material contained on this site belongs to its Licensors or us. The material may only be used for your own personal use for non-commercial purposes.

15. The Site is provided on an 'as is' and 'as available' basis. We do not accept any liability in respect of your ability to access or use the site at any time or for any interruption in that access or use or for any failure to complete any transaction. We do not warrant that the Site is free from computer viruses or other properties that may cause loss or damage.

16. We reserve the copyright and all proprietary rights in the Site and all content. The material contained within the Site is the property of Flywell travel Limited or its affiliates unless identified as belonging to third parties. The names Flywell Travel Ltd and any other marks, logos and graphics of Flywell Travel displayed on the Site are registered trademarks of Flywell Travel Limited.

Other company and product or service names displayed on the Site may be the trademarks of their respective owners. You are not granted any right or license to use any trademarks.

Security

At Flywell Travel we take security very seriously. We have implemented a bank approved encryption system to protect your transactions with us. Any personal details entered including credit card payments will automatically be encrypted using VeriSign Secure Socket Layer (SSL). You will see a padlock symbol at the bottom of your screen to confirm this so you can make your purchase online with complete confidence. You can rest assured that with Flywell Travel we take all aspects of your travel seriously - in fact, we'll help you feel secure throughout your travel experience.

Data Protection/Privacy

Flywell Travel understands and respects the importance of your privacy.

When you browse the site, we do not collect personal information about you. The only way we will get any kind of personal information is if you give it to us when we specifically ask for it. We ask you for personal information in a variety of circumstances:

- When you make a reservation or purchase something from our website or through our customer service team - by email, letter, fax, or on the phone
- When you register with us, subscribe to our newsletter, enter competitions or register for promotions
- When you take part in surveys or provide us with feedback

In order to help us maintain and improve our service to you Flywell Travel also uses 'cookies' to collect information about your use of the website. Cookies are a feature of web browser software that allows web servers to temporarily store information within your browser, which in turn allows us to recognise the computer used to access Thomas Cook. Most browsers automatically accept cookies but you can delete existing cookies from your browser. You can also edit your browser options to choose not to receive cookies in future. We may use cookies to keep track of the transaction from one page to the next.

We use third-party advertising companies (such as Double-Click) to serve ads on other web sites. These companies may use cookie-based information (not including your name, address email address or telephone number) about your visits to this and other web sites in order to measure advertising effectiveness.

We may also collect information about your visit to our website, based on your browsing (click stream) activities. This information may include the pages you browse and products and services viewed or booked for example. This helps us to better manage and develop our offers and to provide you with better products and services tailored to your individual interests and needs.

We may use this information to measure the entry and exit points of visitors to the Site and respective numbers of visitors to various pages and sections of the Site and details of searches performed. We may also use this information to measure the usage of advertising banners, other click through from the Site. We may disclose information of this nature in aggregate form to third parties; personal information on individual visitors will not be passed on to any third party.

Users who have subscribed to our e-mail service or visitors purchasing products on the Site, who have not opted out, will receive promotional mailings and e-mails from Flywell Travel. Your personal details will not be passed to any other third parties except where necessary to process your booking or enquiry. Your details may be passed to countries outside of the UK and the European Economic Area in order to process and arrange for the products and services you request. When you submit your booking or request to us you agree that we may use and transfer your personal information in this manner. We will provide a summary of any personal information held upon request. This information will only be sent to the e-mail address on file for the subscriber name associated with it. To obtain an information summary please e-mail info@flywelltravel.co.uk

Flywell travel Limited, its contractors, agents, owners, and employees are not responsible for the content or the privacy policies of other web sites to which this Site may link.

Company Information

Our registered company name, company number and registered office address is as follows:

Trading Address

Flywell Travel Ltd
396 East Park Road
Leicester
LE5 5HH

Registered Office

Flywell Travel Ltd
Thomas May & Co
Allen House
Newarke Rd
Leicester
LE1 5SG

Company Registration Number: 4052846 England