



KEY TRAVEL

## Bookings Terms and Conditions

Key Travel Limited is referred to here as we/Key Travel. Key Travel's registered office is 1st Floor, 28-32 Britannia Street, London WC1X 9JF and our registered company number is 01524302. Please read the following information carefully as it governs the purchase by you of any travel services and products which we provide.

### General Terms

1. Unless otherwise stated, we act as a disclosed agent for airlines, hotels and other third party suppliers. This means that the contract for the purchase of travel services and products will be between you and the supplier and that your purchase of such travel services and products will be governed by these terms and conditions and by the supplier's own terms and conditions for the supply of the services and products. You must ensure that you have read and accept the supplier's own terms and conditions before you commit to a booking. Where we act as agent we will have no contractual liability to you in respect of the products and services purchased.
2. The airlines, hotels and other third party suppliers are independent contractors and are not our agents or employees. Where we act as agent we will have no contractual liability to you in respect of the products and services purchased.
3. We accept no responsibility for and shall not be liable to you in respect of loss or damage (of whatever nature) caused by circumstances outside our control, including but not limited to acts, errors, omissions, representations, warranties, breaches or negligence of any third party suppliers or war, threat of war, riots, civil strife, industrial dispute, terrorist activity, natural or nuclear disasters, fire or adverse weather conditions.
4. The advertisement of any products or services on our website or in our brochures is not an offer by us to sell such products or services but is an invitation to you to make an offer to our third party suppliers. Any booking made by you on our website or otherwise shall be deemed an offer by you to purchase the travel products or services from the relevant third party supplier.
5. You undertake to us that the booking details provided to us by you are complete and accurate and that you are authorised to use the credit/debit card to pay for the products and services. By making a booking you consent to us passing your payment details and other booking information onto the relevant third party suppliers. If there are any changes to the details supplier to us by you it is your responsibility to inform us as soon as possible.
6. **Please ensure that you check your travel documents carefully. You must advise us of any errors or omissions within 72 hours of receipt of your booking confirmation.**
7. These terms and conditions are governed by English Law and both parties agree to submit to the jurisdiction of the English Courts.



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## Booking Amendments and Cancellations

8. Please note that some tickets are non-refundable and/or do not allow changes. You should ensure that you have checked the conditions attached to the tickets before making a booking. As the contract for the purchase of travel products and services is between you and the third party supplier the decision as to whether to allow bookings to be amended or cancelled lies with the supplier. However, if you do need to change or cancel your travel plans you should notify us and where possible we will assist you with contacting the third party supplier regarding any such request.
9. Where changes/cancellations are permitted by the supplier, we will apply an administration fee per booking for any modifications, changes or cancellations to bookings, this fee will be charged regardless of the price or face value of the ticket and is in addition to any charge or fee levied by the supplier for such change/cancellation. We will notify you of our administration fees at the time you request a change/cancellation. Any booking fees or credit card charges are non-refundable.
10. If you are holding a booking for which a ticket has been issued and you do not notify us of your desire to cancel, this will be treated as a "no show" and could result in you losing all payments made for such ticket in addition to being required to pay any outstanding amounts due.
11. Please note that in most circumstances name changes are not permitted on bookings even if a ticket has yet to be issued.

## Payment

12. You may pay us by credit or debit card, cheque, cash or bank transfer. If paying by credit card we reserve the right to charge a credit card fee and to run an identity check with Experian and any other databases to which we have access. We will not accept responsibility for cash lost in the post. If your travel documents are being paid by a third party who is not travelling with you, we will require written authorisation to be provided by the cardholder.
13. Unless otherwise agreed we us, payment is due at the time of booking. If you have a credit account with us we will invoice you for all bookings made and payments are due within 14 days from the date of invoice unless otherwise specified.
14. If you do not have a credit account with us we may ask you to pay a non-refundable deposit of £85 (or such other amount as is notified to you at the time of reservation) to hold a reservation.
15. Without prejudice to any other right or remedy that we may have, if you fail to pay us on the due date, we may charge interest on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of Lloyds Bank Plc, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment. We reserve the right to claim interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1998. You shall pay us the interest immediately on demand.



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## Limitation of Liability

16. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from our contract with you.
17. Nothing in these terms limits or excludes our liability for death or personal injury resulting from negligence or for any damage or liability incurred by as a result of our fraud or fraudulent misrepresentation.
18. Subject to paragraphs 16 and 17 clause we shall not be liable for loss of profits; or loss of business; or depletion of goodwill and/or similar losses; or loss of anticipated savings; or loss of goods; or loss of contract; or loss of use; or loss of corruption of data or information; or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of our contract with you shall not exceed £500,0000.

## Travel/Transit/Passports/Visas and Health

19. It is your responsibility to ensure that you meet the passport, visa, health and other requirements of the countries you are visiting and those which you are transiting (even if it is only for a plane change). Many countries require that your passport should be valid for (a minimum) period of after your return.
20. We do not accept any responsibility if you should be denied boarding or deported due to non-fulfilment of passport, visa, health or other requirements.

## Travel to the USA

21. As of January 12 2009 it is now mandatory for nationals of 27 countries, including the UK, who could previously enter the US under the 'Visa Waiver' scheme, to complete an Electronic System for Travel Authorisation (ESTA) form online and pre-register for their trip to the United States. All travellers who are eligible for the US Visa Waiver Scheme must pre-register hours prior to departure. We recommend that you apply for authorisation at the time of booking or at least 72 hours before your flight, to ensure that you are able to travel. Those making late bookings can still apply, but there is a risk that they may not receive immediate confirmation. Registration and further details can be found at <https://esta.cbp.dhs.gov/>.
22. We do not accept any responsibility if you should be denied entry to the US due to non-fulfilment of visa or travel authorisation requirements.



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## Alterations by suppliers

23. We cannot control or prevent changes implemented by third party suppliers, for example, airlines reserve the right to alter their timing or cancel flights. Should a change occur we will endeavour to minimise the inconvenience you may experience, we cannot however offer any compensation.
24. We are not liable for any cancellation or amendment of bookings implemented by the supplier. We strongly recommend that you reconfirm your bookings 72 hours before departure.

## Special Requests

25. Please notify us of any special requests or requirements (for example if you require vegetarian meals) at the time of booking. Whilst we will pass this information on to the relevant supplier we cannot guarantee such special requests or requirements will be fulfilled.

## Airport Check-in Procedures

26. Airport security and airline check-in locations require government issued photo ID and proof of current date travel. You are responsible for complying with any airline's terms and conditions in relation to check-in and reconfirmation of flights.
27. We have set out below general guidelines for check-in opening times. However, these are subject to change due to changes in airport security procedures. We strongly recommend that you check in at the time outlined on your ticket. We cannot be held liable for missed flights or late check-in.

### Guidelines for check-in opening times:

Domestic	90 Mins
European: EU	2Hrs
Non-EU	3Hrs
Long Haul (Incl. Israel)	4Hrs

## Car Rental/Hotel Reservation

28. In the event, that you do not show the voucher provided by us, you may be charged again for the services locally at a higher cost. We will only refund you the amount you have paid us before departure.

## Travel Insurance for your trip

29. We believe that safety and enjoyment are equally important when travelling with Key Travel. Therefore we strongly urge you to have adequate travel insurance in place before you travel including cover for emergency medical expenses, personal accident, repatriation, lost baggage, personal liability and cancellation.



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30. We are able to offer you a range of comprehensive travel insurance policies through Endsleigh Insurance Services Limited. A typical Endsleigh travel insurance policy includes:

- emergency medical expenses
- personal accident
- repatriation
- baggage
- personal liability
- overseas legal expenses
- cancellation or curtailment charges
- over 80 sports and activities covered as standard

For more information regarding Endsleigh Travel Insurance please see the website at <http://www.endsleigh.co.uk/category-travel.html>.

31. If you take out travel insurance with Endsleigh the contract for such insurance will be between you and Endsleigh and will be subject to Endsleigh's terms and conditions. We make no warranty or representation as to the suitability of any insurance policy for your requirements and you should ensure that you have read and fully understood the terms and conditions before taking out a travel insurance policy.

32. It is advisable to take out your travel insurance at the time of booking your trip as cover will commence for pre-departure cancellation from the policy issue date. This will, therefore, provide cover should you have to cancel your trip for an insured reason such as illness or serious accident preventing you from travelling.

## Financial Protection

33. When you buy an ATOL Protected flight from us you will receive a booking confirmation from us confirming your arrangements and your protection under our Air Travel Organiser's Licence number 3329. 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. For further information visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk).

## Complaints Procedure

34. If you have a problem during your trip, please inform the relevant supplier (eg. hotel) and resort representative immediately who will endeavour to resolve your complaint. Please follow this up **within 28 days** of your return home by writing to our **Customer Relations Department 2<sup>nd</sup> Floor, Lowry House, 17 Marble Street, Manchester M2 3AW** giving your original booking reference number and all other relevant information. We will not be able to assist you with dealing with your complaint if you do not communicate the problem to the supplier of the services in question at the time the issue arises.



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35. It is unlikely that you will have a complaint that cannot be settled amicably. However, disputes arising out of, or in connection with our services, which cannot be amicably settled, may (if you wish) be referred to Arbitration under a special Scheme, which, though devised by arrangement with the Association of British Travel Agents (ABTA), is administered quite independently by the Chartered Institute of Arbitrators. Full details are available from ABTA, 30 Park Street, London SE1 9EQ.
36. The Scheme provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on the customer in respect of costs. Full details will be provided on request or can be obtained from the ABTA website [www.abta.com](http://www.abta.com). The Scheme does not apply to claims for an amount greater than £5,000 per person. There is also a limit of £25,000 per booking form. Neither does it apply to claims, which are solely in respect of physical injury or illness or their consequences. The Scheme can however deal with compensation claims which include an element of minor injury or illness subject to a limit of £1,000 on the amount the arbitrator can award per person in respect of this element. The application for arbitration and Statement of Claim must be received by the Chartered Institute of Arbitrators within nine months of the date of return from the holiday. Outside this time limit arbitration under the Scheme may still be available if the company agrees, but the ABTA Code does not require such agreement.

### **Additional Information**

37. For further information about us or about any of the products and services offered by us please contact us on 020 7843 9660 or visit [www.keytravel.com](http://www.keytravel.com)