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1. General

Please read the following information carefully. If there is anything you do not understand or want to know please ring us before booking.

Flexible Flights is a trading name of Hayes & Jarvis (Travel) Ltd, part of the Travelopia Group of Companies, of Origin One, 108 High Street, Crawley, West Sussex RH10 1BD. Your contract is with us. These terms and conditions, relevant information, the details contained on the booking confirmation, further information contained in the Essential Information on our website, which should be read in conjunction with the below, the website Terms of use, privacy policy and security policy, constitute our agreement with you for the sale of travel products/services. Together, these are referred to as our 'terms'.

These booking conditions contain some exclusions and limitations of liability. If any part of the conditions proves to be invalid or unenforceable, the rest of the conditions will remain valid. This agreement is subject to the law wherever you live in the UK – jurisdiction to be agreed for non-residents.

Except for the sale of a very small number of products, we operate to an agency model. This means we act as a disclosed agent for third party suppliers, therefore 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 product as each supplier will have terms and conditions relating to that product. Please make sure that you have read these terms and conditions, which will be referred to during the booking process, before completing your transaction with us.

We act as an agent of the airline in the sale of flights.

Your booking site is conditional on you accepting our terms. If you do not agree with any part of them you must not proceed with your booking. By agreeing to booking via the book now button or via our call centre you accept that you have read, understood and accepted our terms. If there is any part that you do not fully understand, or if you have a query, please contact us on 0871 664 9680. When submitting your offer to purchase any flight or other product on this web site at the suggested price it may be accepted within 48 hours of you submitting it (or up to 1 day before departure, if earlier).

We will notify you by return e-mail and by posting a confirmation invoice if your offer has been accepted. Please note that you will not have any contract for the supply of any scheduled flight at the price offered until your booking has been confirmed and the necessary deposit and/or balance payment has been received. (See PAYMENTS section below). If you have any questions, please feel free to contact us.

The sale of Lowcost & Charter flights: Your payment is made directly to the airline. Your agreement is with the airline and you are subject to their terms and conditions.

Data Protection Policy

Privacy Policy

Hayes & Jarvis (Travel) Limited's Privacy Policy sets out what information we collect, how we collect it, and what we do with it. Our Privacy Policy applies to you and is available on our website and through other channels. In all your dealings with us you must ensure that others you represent are aware of the content of our Privacy Policy and consent to your acting on their behalf.

INFORMATION ABOUT YOU

Your Information

This refers to a combination of information such as your name, contact details, travel preferences and special needs/disabilities/dietary requirements that you supply us or is supplied to us, including your social preferences, interests and activities and any information about other persons you represent (such as those on your booking). Your information is collected when you request information from us, contact us (and vice versa), make a booking, use our website(s)/apps, link to or from our website(s)/apps, connect with us via social media and any other engagement we or our business partners have with you.

We will update your information whenever we can to keep it current, accurate and complete.

Our Use of Your Information

(1) For the purpose of providing you with our services, including your flight, holiday, security, incident/accident management or insurance, etc., we may disclose and process your information outside the UK/EEA. In order for you to travel abroad, it may be mandatory (as required by government authorities at the point(s) of departure and/or destination) to disclose and process your information for immigration, border control, security and anti-terrorism purposes, or any other purposes which they determine appropriate. Some countries will only permit travel if you provide your advance passenger data (for example Caricom API and US secure flight data). These requirements may differ depending on your destination and you are advised to check. Even if not mandatory, we may exercise our discretion to assist where appropriate.

(2) We may collect and process your information for the purposes set out below and in our registration with the Office of the Information Commissioner, and disclose the same to our group companies for business purposes and also to companies and our service providers who act as "data processors" on our behalf, or to credit and fraud agencies (some of whom are located outside the UK/EEA). These purposes include administration, service, quality and improvement-related activities, customer care, product innovation and choice, business management, operation and efficiencies, re-organisation/structuring/sale of our business (or group companies), risk assessment/management, security, fraud and crime prevention/detection, monitoring, research and analysis, social media, reviews, advertising and marketing, loyalty programmes, profiling customer purchasing preferences, activities and trends, dispute resolution/litigation, credit checking and debt collection.

(3) Information (such as health or religion) may be considered "sensitive personal data" under the Data Protection Act 1998. We collect it to provide you with our services, cater to your needs or act in your interest, and we are only prepared to accept sensitive personal data on the condition that we have your positive consent. By booking with us you also agree for your insurers, their agents and medical staff to exchange relevant information and sensitive personal data with us in circumstances where we/they need to act on your behalf or in the interest of passengers or in an emergency.

If you do not agree to Our Use of Your Information above, we cannot engage/do business with you or accept your booking.

Marketing Material

(1) Using your information, we may from time to time contact you with or make available to you (directly or indirectly) information on offers of goods and services, brochures, new products, forthcoming events or competitions from our holiday divisions and our group companies. We will tailor the information you receive or see; this will enable us to make available to you more personalised and relevant communications. We may use innovative technologies and work with business partners to achieve this.

(2) We will assume you agree to email when you make an e-booking or provide us with your email in other situations such as in-store, competitions, promotions, prize draws and social media.

(3) If you do not wish to receive such information or would like to change your preference, please refer to point (2) of "Your Rights" below.

Your Rights

(1) On completing our Data Subject Access Request form, you are entitled to a copy of the information we hold about you (for a £10 fee) and to correct any inaccuracies.

(2) You have the right to ask in writing not to receive direct marketing material from us. If available, you can amend your previous preference on our website(s), use our "unsubscribe email", opt-out of personalised emails or refer to our literature containing instructions. Once properly notified by you, we will take steps to stop using your information in this way.

(3) For a list of relevant brands, please send us your request.

Please write to Hayes & Jarvis (Travel) Limited, Legal Department, Origin One, 108 High Street, Crawley, West Sussex RH10 1BD.

Foreign Controls

Outside the European Economic Area (EEA), data protection controls may not be as strong as the legal requirements in this country

USE OF TOOLS/"COOKIES" AND LINKS TO OTHER WEBSITES

If our contact and dealing with you is via our website(s) or other e-platforms where our advertising is displayed, cookies may be used. To find out more about the types of cookies on our website(s), how we use cookies, to disable them or to change your preference and more, please refer to the information provided on our website(s). Other e-platforms may have different options and instructions. By using our website(s), you consent to our use of cookies.

Our website(s) may contain links to third party websites or micro-sites not controlled or owned by us. For example, reference sites or ancillary products and services sites or websites owned by our sister companies. It is your responsibility to check the status of these sites before using them. Please read their applicable terms and conditions, etc. carefully.

MONITORING

To ensure that we carry out your instructions accurately, improve our service and for security and fraud, we may review, monitor and/or record: (1) telephone calls; (2) activities using CCTV in and around our premises; (3) transactions and activities at all points of contact; and (4) web, social media and app traffic, activities, etc. All recordings and derivative materials are and shall remain our sole property.

SECURITY STATEMENT

We have taken all reasonable steps and have in place appropriate security measures to protect your information.

CHANGES TO THIS POLICY

Any changes to this Policy will be either posted on our website, brochure and/or made available on request.

2. SCHEDULE FLIGHTS:

Condition of Booking

Your booking of scheduled flights with us is conditional on you accepting these terms. If you do not agree with any part of them, you must not proceed with your booking. When submitting your offer to purchase any product at the suggested price, we act on behalf of the service provider in accepting this offer by providing you with a printable booking confirmation on screen. The service provider will not have a contract with you for the supply of any product at the price offered until we have confirmed your booking in this way. If you have any questions, please contact us.

Prices

Prices for all pre-payable products and services are shown in British Pounds including VAT where applicable. We reserve the right to change prices at any time. Taxes shown are a guide only. Prices quoted at the time of booking will be confirmed on your booking confirmation, any price quoted will be regarded as provisional until a final price has been calculated and a booking confirmation has been sent. The fare is not guaranteed and may be subject to additional charges. Offers are not combinable unless expressly stated and can be withdrawn at any time.

Additional Charges

The price of your travel arrangements is subject to surcharges arising from increases such as:

- (i) transportation costs (e.g. fuel, scheduled airfare and any other airline surcharges which Travelopia are obliged to pay or collect),
- (ii) dues, taxes or fees chargeable for services (e.g. landing taxes and embarkation/disembarkation fees); and
- (iii) the exchange rates applied to the particular arrangements.

A compulsory charge for scheduled airline failure insurance cover has been added to your booking.

How To Make Your Booking

You must provide the details requested by us and pay the total price shown. The lead passenger is nominated by us. The lead name must be over 18 and have the authority to book on behalf of all the other passengers in the group. When the 'lead name' completes the booking they confirm that the person named on it accept the booking conditions. The 'lead name' is responsible for the full cost of all services, including any cancellation or administration fees. We will send all documents and other information to the 'lead name' who must inform other members of the party. Air transport regulations require that the spelling of your name on your tickets is identical to your passport.

Special Requests & Assistance

If you have any special requirements (other than meal requests) or need assistance, you must call to discuss them with us at the time of booking or if your request becomes necessary after booking you must tell us no less than 48 hours before your flight. We will endeavour to pass these on to the supplier, but they are not confirmed nor guaranteed unless you have paid for them, or unless we specifically confirm them to you in writing. Please ask for our special needs form regarding any assistance you may need.

Payment

For bookings made more than 10 weeks (70 days) from product/service start date a deposit is required:

-Scheduled flights (excluding Lowcost & Charter flights)

- Short haul: full payment is required at the time of booking
- Long haul: £50 per person (except some special fares, or where the fare rules require full payment at the time of booking)

Where a deposit is paid in advance, the balance must be paid at least 10 weeks before the product/service start date. If you cancel your booking, deposits are non-refundable. Should you fail to pay the balance on or before the due date your booking will be cancelled and you will lose your deposit.

For bookings made less than 10 weeks from product/service start date, full payment is required at the time of booking.

Tickets/documents will not be released until we have received full payment.

Credit and debit card handling charges: We reserve the right to levy a handling charge up to 2% for each payment made.

Documentation

Once your booking has been confirmed, the confirmation invoice will be sent to you. Also, you may print off the booking confirmation screen which appears at the end of your website booking. The customer invoice issued to you after you book will show the proposed flight details. Actual flight details will be shown on your flight tickets. It is important to check your flight details and times on receiving your tickets.

Where a paper flight ticket is mandatory, these will be sent by standard post, despatched 10-14 days before your departure date. For bookings made within 14 days of departure tickets may be despatched directly to the airport. You will be advised of the delivery details and any additional charges, which you will have to pay, at the time of booking.

Insurance

As a condition of booking you must take out adequate and valid travel insurance and it is a condition of accepting your booking that you agree you will have obtained adequate and valid travel insurance. We recommend you take out insurance as soon as your booking is confirmed. It is essential that you have insurance cover that is appropriate to the destinations you plan to visit. You should arrange a policy yourself that provides a level of cover sufficient for your needs, including any activities you intend to undertake. We do not accept any liability for your uninsured losses should you travel without insurance.

Termination & Compensation

We reserve the right to retain or refuse a booking at any time and refund any monies paid. You and your party must behave reasonably whilst using the services booked. We reserve the right, at our reasonable discretion, to terminate the service(s) booked of people who indulge in serious misconduct. If we do so, we will have no further responsibility or liability to you. If you or any member of your party wilfully, recklessly or negligently damages any accommodation, property or person, or causes delay to or diversion of any flight or other means of transport, you agree to compensate us for any loss we may suffer, including legal costs. The Captain of an aircraft has absolute authority over the aircraft and passengers at all times when they are boarding or on board. Under relevant legislation and under the carrier's own conditions of carriage, he/she may prevent you from travelling where, for example, it is considered that you are unfit to travel or that you may pose a danger to, or threaten the good order of, the aircraft and/or other passengers.

Amendments & Cancellations

Any refunds due for full or part cancellations will be calculated based on the specific product rules, plus any applicable administration fees and price re-calculations. No refunds will be provided for cancellations made less than one full day before the start date.

Scheduled flights Administration fee: Individual flight fare rules will dictate if cancellation is/is not allowed and any relevant deadlines. Where rules allow, the fee will be £100 per passenger plus any airline cancellation charges. If paper tickets have been issued, these must be returned to us before any cancellation can be processed. No refunds will be made in respect of credit card & postal charges, service fees or discounts.

If you have to cancel for a reason covered by your insurance policy you should be able to recover your cancellation charges.

If We Amend Or Cancel Your Booking

Occasionally it is necessary for us to make alterations to your booking and correct errors. This can occur both before and after our contract is made. If any change we make is significant (for example withdrawal of service) we will offer you the opportunity to decide whether you wish to:

- (i) Withdraw from our contract without penalty receiving a full and prompt refund of all monies you have paid to us, where the airline's policy allows this.
- (ii) Accept our offer of substitute arrangements (where possible). We will refund any difference in price where the substituted product/service accepted is of a lower value. No compensation will be paid when a flight schedule change is made by the airline or there are unavoidable technical problems with transport.

Limitations On Our Liability

Our liability to you for any loss or damage that you may suffer is limited to twice the price of the relevant product/service. This excludes personal injury or death resulting from the non-performance or improper performance of the services involved in delivering the product/service, and is subject to the limitation of liability described in the following paragraph:

We will not accept liability for any consequential loss not directly connected to the contract with us.

We are not responsible should the tickets not reach you in time due to a failure by the postal service.

Any loss that you suffer because of failures by transport operators or other relevant suppliers, is limited to the amount you can recover from them under the laws of the UK, the country in which they operate, or under any applicable international convention. Transport operators have their own conditions of carriage, which form part of your contract with us. You must comply with the conditions of carriage applied by land, sea and air carriers. Any compensation payable by us shall be limited in accordance with the lowest limit allowed under applicable International Conventions (Warsaw Convention 1929 as amended, Montreal Convention 1999 as amended, E.C. Regulation No. 2027

- 1997) E.C. Regulation No. 889 – 2002 and E.C. Regulation No. 2111 – 2005 (airlines used and their safety records), Athens Convention in respect of travelling by sea, Berne Convention in respect of travel by rail and Paris Convention in respect of accommodation, governing the services, or the amount you can recover from them under the laws of the UK or the country in which they operate. Transport operators have their own conditions of carriage, which form part of your contract with us. These conditions, and the provisions of the International Conventions, generally limit the liability of transport operators. We will supply a copy of the conditions of carriage applicable, and of the Warsaw Convention and the Montreal convention, if you request them. Under EU law you may have the rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of any other holiday elements.

Information And Website Accuracy

We use reasonable endeavours to ensure that accurate information is provided wherever possible. However, because of reliance on third party systems and information we cannot guarantee the accuracy of the information provided as it is subject to change at any time, without notice. We do not accept any liability for errors on our website.

Accessing the website means you agree that we will not be liable for any reasonable foreseeable losses arising from use of the information on this website, including loss of profits or anticipated savings. Under no circumstances will our liability for direct losses arising from our acts or omissions in connection with the services provided by it exceed twice the value of any purchase made.

Force Majeure

We will not be liable for any changes to your booking resulting from an event of Force Majeure.

Force Majeure means unusual and unforeseeable circumstances beyond our control, resulting in events that we could not have avoided even if we had taken every possible care. Such circumstances include (but are not limited to) war or threat of war, riot, civil strife, industrial dispute, closure or congestion of airports, terrorist activity, natural or nuclear disaster, fire and adverse weather conditions.

Complaints

If you have a complaint you must tell the relevant supplier of products or services immediately. If you do not advise the supplier at the time of your complaint, the ability to investigate and resolve your complaint satisfactorily on your return will be seriously hampered. If they cannot resolve the problem at the time, you should complain to the airline concerned within the time specified by them. If your airline does not comply with the above rules you should complain to the Air Transport Users Council on 0207 240 6061 or www.auc.org.uk. Should you wish to contact us, you must do so within 35 days of your return to our Customer Relations Department, Flexible Flights, The Atrium, London Road, Crawley, West Sussex RH10 9SR. Alternatively email customer.relations@flexibleflights.com

We can also offer you ABTA's scheme for the resolution of disputes, which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to www.abta.com to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on www.abta.com. You can also access the European Commission Online Dispute (ODR) Resolution platform at <http://ec.europa.eu/consumers/odr/>. This ODR platform is a means of registering your complaint with us; it will not determine how your complaint should be resolved. If you prefer, you can take your complaint to the County Court or another suitable court. Information regarding complaints may be shared with other tour operators.

Your Financial Protection

A compulsory charge for scheduled airline failure insurance cover has been added to your booking. This charge insures all passengers on this booking against repatriation costs in the unlikely event the carrier you are booked to travel with becomes insolvent or otherwise ceases to trade. Cover is limited to a maximum of £1500 per passenger. Should such an event occur, please contact Customer Services. NB scheduled airline failure insurance does not apply and will not be charged for Lowcost & Charter flight bookings.

Financial Protection

We will provide you with financial protection for any ATOL protected flight or flight inclusive holiday that you buy from us by way of our Air Travel Organiser's Licence number 1275, administered by the Civil Aviation Authority (CAA). When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

If we, or the suppliers identified on your ATOL Certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claim which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

The price of your holiday includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices.

When you buy an ATOL protected flight or flight inclusive holiday, all money accepted from you by a travel agent acting as our agent is held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust at all times, but subject to the agent's obligation to pay it to us for so long as we do not fail. If we do fail, any money held at that time by the agent, or subsequently accepted from you by the agent, is and continues to be held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us.

When you buy arrangements other than an ATOL protected flight or flight inclusive holiday, all money accepted from you by a travel agent acting as our agent is held by that agent on our behalf at all times.

We will provide you with financial protection for any package holidays you buy from us that do not include travel by air by way of a bond held by ABTA. For further information, visit the ABTA website at www.abta.com. If you book arrangements other than an ATOL protected flight or a package holiday, the financial protection referred to above does not apply. We are a Member of ABTA, membership number V1464. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct.

Scheduled Flight Information

Baggage Allowance

The baggage allowance per person will be advised at the itinerary screen on the website before you confirm your booking, and also via 'Check my Trip'. It may vary by destination and travel class. Infants under the age of 2 on the date of return have no allowance. Other items such as wheelchairs, bicycles should be notified to us at least 48 hours prior to departure and is subject to the airline's acceptance and charges at check in. Baggage checked in on internal USA flights maybe subject to a charge (from approximately US\$25 per bag), which is payable locally.

Infants & Children

You need to tell us if the person for whom a scheduled flight has been booked is under the age of 18 years on the day of departure and travelling unaccompanied. Some carriers do not accept unaccompanied minors or impose minimum ages, special conditions or charges

Pregnancy

If you are pregnant you may be required to produce a fit to fly certificate. Please see full details on line or ask us at time of booking.

Meals

Details will be shown on 'Check my Trip'. If you require a special dietary meal, please select this during the booking process.

Direct Flights

A direct flight is one which has the same flight number for the entire journey, but may involve a fuel stop or technical stop. A technical stop may require you to get off the aircraft or change aircraft. You may be required to clear immigration in the country concerned at this point, particularly in USA destinations. It does not mean it is non-stop.

Aircraft And Flight Times

Aircraft types stated are for guidance and may change at any time. Neither we nor the carrier can guarantee the scheduled flight times given on this web site and on your booking confirmation. Actual flight times will be shown on your tickets.

Check In And Flight Times

Timings shown are local times based on the 24-hour system and may change during certain periods according to the individual country's daylight saving time policy. We advise you to check in plenty of time before departure. For European flights the normal check in time is at least two hours before flight departure, and for transatlantic flights 3 hours.

We also recommend that you reconfirm your return journey with the carriers' local representative before your return flight a reasonable time prior to departure.

Airline Schedules

Airline schedules may vary, sometimes at short notice, and an unexpected change of aircraft type may become necessary. We will do our best to inform you of any changes before your departure and all planned plane changes will be indicated on your tickets. As scheduled airlines often change routes and fuel stops, we cannot always notify you in advance if a fuel stop or technical stop is part of your flight schedule. It may also be necessary on some holidays for you to change aircraft, and sometimes airlines, at one of the stops without notice.

3. Lowcost & Charter FLIGHTS

Conditions Of Booking

When you are making a Low Cost or Charter flight booking this will be clearly identified during the search and booking process. The terms and conditions that apply to your booking are the carriers' own, which you will be shown and have to agree to accept during the booking process, please read these carefully. Your booking is conditional on you accepting their terms.

Prices And Payment

Payment – Lowcost & Charter flights: Full payment is required at the time of booking by credit or debit card.

For bookings with a Lowcost & Charter flight and other products, if your payment card is authorised for a Lowcost & Charter flight, but declined for other elements contained in your shopping basket, you will still be liable for the full cost of the Lowcost & Charter flight and this will not be refundable.

Lowcost & Charter flight prices are not confirmed until you complete your booking. If the price has changed at the point you confirm your booking, you will be advised and asked whether or not you wish to continue.

Credit & debit card handling charges – Charges vary by card used and airline. We reserve the right to levy a handling charge up to 1.5% on the service fees paid to us.

Documentation And Communication

Your booking confirmation and all subsequent communications (including e-tickets and notification of amendments) will come from Flexible Flights booked to the email address that you provided.

Amendments And Cancellations

Changes & cancellations - You must contact Flexible Flights, you will be subject to any administration charges and cancellation terms and conditions. In most cases, Lowcost & Charter flights are non-refundable in any circumstances. In some instances, changes may be possible, however you will be liable for any airline fees and fare increases. If Flexible flights notifies you of any flight changes and you subsequently wish to amend other product items booked with Travelopia, you may be liable for administration and other charges.

Complaints

If you have a complaint about your Lowcost & Charter flight you should contact the airline directly.

Lowcost & Charter Flight Information

No meals are included on Lowcost & Charter flights unless otherwise stated on your booking confirmation from the airline. Seating is not allocated and boarding is normally staggered in check-in order. Please see the individual airline's specific details on other items, such as baggage allowance, transport of minors etc.

We reserve the right to refuse the booking of, or retain any person as a client and we shall be under no liability for any extra costs incurred by such a person as a result of our action.

4. TRAVEL ADVICE

Before You Travel

We work with the Foreign and Commonwealth Office to help British travellers stay safe overseas. Check the FCO website at www.fco.gov.uk/knowbeforeyougo for advice and the latest information about specific countries.



Passports, Visas & APIS

You are responsible for ensuring that you and your party have the necessary passports, visas and other requirements for the destinations you intend to visit.

We, or the airline, may refuse travel if you do not have a valid passport, visa and entry permit. It is also your responsibility to ensure any Passenger Name Records (PNR) and/or Advanced Passenger Information (APIS) required by the airline or your destination country has been provided. We are not obliged to help you if you are refused travel. If you are refused check-in or entry to your destination because you do not have the appropriate documentation, we cannot guarantee a refund of unused components and will not refund any additional costs incurred. Should we incur additional costs, these will be recovered from you.

Health Matters

Sources of information include the Department of Health's free leaflet Health Advice for Travellers, your doctor, a specialist travel clinic or MASTA (Medical Advisory Services for Travellers Abroad) on 0208 994 9874.

Deep Vein Thrombosis

The risk of deep vein thrombosis occurring while travelling by air is extremely low. However there are a number of precautions you can take to further reduce the risk. Any travel involving prolonged immobility can result in deep vein thrombosis (DVT). This occurs when a blood clot forms, usually in the lower leg. This is a serious medical condition and needs treatment with blood thinning drugs or anticoagulants to prevent clots breaking off and travelling to the lungs causing significant illness and, on very rare occasions, death.

People at increased risk include those with a history of thrombosis, those taking an oral contraceptive pill or who are pregnant, those recently hospitalised, smokers, the obese, some patients with congestive heart failure and people with malignant disease. Dehydration may exacerbate the problem.

Periodic exercising of the feet and legs, or walking around where feasible, is advised to reduce the risk. Elastic stockings may be helpful. Drink plenty of non-alcoholic liquids to prevent dehydration. Those who are believed to be particularly prone are advised to obtain medical advice before embarking on their journey.

Personal Safety

Wherever you travel in the world there is a risk of being a victim of crime, as indeed there is at home. Take sensible precautions, especially when walking around at night and try to avoid carrying valuables.

Part of the enjoyment of travelling is experiencing a different culture/way of life, however this can expose you to different hygiene and safety standards than you are used to. To visit some countries you may need certain inoculations. Please consult your GP before travel. You can check advice and latest information on specific countries on the Foreign and Commonwealth Office website www.fco.gov.uk/travel or phone them on 0845 850 2829.

Weather

You should research all aspects of your destination including the weather as, for example, the hurricane season runs from 1 June to the 30 November every year and may affect American States (particularly Florida) and the Caribbean.

You can check advice and latest information on specific countries on the Foreign and Commonwealth Office website www.fco.gov.uk/travel or phone them on 0845 850 2829.

Travelling With Children And Infants

Each carrier has its own restrictions with respect to children, and the various age limits. However, subject to availability and any other restrictions imposed children are usually defined as those aged between 2-11 years on the date of their return scheduled flight. A letter of Parental Consent is required by US immigration if you are taking a child who is not a member of your family into America. Please see full details online or ask us at the time of booking.

Carriage Of Infants

Children under 2 years of age on the return journey will be considered Infants. The minimum age limit for infants on all scheduled flights is two weeks of age on the date of departure.

Infants will not be charged Air Passenger Duty or Airport Taxes (unless you are purchasing a seat for your infant). Other taxes may apply.

Airlines impose different rules for the carriage of infants so it is advised to check with your airline before travel.

Most airlines allow infants to travel on an adult's lap or in their own seat (which would be purchased at the same price as for a child). Each infant must be accompanied by an adult.

Most airlines insist that infants are secured with an infant lap-strap (which loops around the adult's seat belt) during the scheduled flight. However, some airlines do not make lap-straps available. This is most common for American and German carriers.

Infants can travel in their own seats, with or without a car seat. The Civil Aviation Authority has accepted certain types of car seat for use on British registered airlines for children aged from 6 months up to 3 years.

The child/infant would require his/her own aircraft seat and would be charged at the appropriate child price quoted to you. The carriage of car seats is at the sole discretion of the airline.

Infants and children travelling in their own seat, but not in a car seat, can use the standard adult seat belt or you can supply an appropriate Child Restraint System (CRS).

Minimum Age And Unaccompanied Minors

You need to tell us if the person for whom a scheduled flight has been booked is under the age of 18 years on the day of departure and travelling unaccompanied - call us on 0871 664 9680 for further information. Some carriers do not accept unaccompanied minors or impose minimum ages, special conditions or charges.

Passports and Visa Information

What Are The Passports And Visa Requirements For UK Citizens?

All citizens of the United Kingdom and the Republic of Ireland require a ten year passport (valid for 6 months after completion of any journey). Infants and children must also have their own passport with photograph. If you are 16 or over and haven't got a passport, our recommendation is that you should apply for one at least 6 weeks before your holiday. The UK Passport Service has to confirm your identity before issuing your first passport and from October 2006 will ask you to attend an interview in order to do this. Visas may be required, depending on your destination - it is your responsibility to check the latest requirements with the appropriate authority before travelling. Nationals of other countries should check entry requirements with the relevant Embassy or High Commission.

Lost Or Stolen Passports

In the UK: Report the loss or theft of your passport immediately to the police and the UK Passport Service (UKPS).

Abroad: Report the loss or theft of your passport immediately to the local police, the British Foreign and Commonwealth Office (FCO) Consulate, Embassy or High Commission. You can find the details of your local FCO by calling 0870 606 0290 prior to departure, or by visiting www.fco.gov.uk.

What Documents Do I Need To Take To The Airport?

If you don't have a valid passport, visa or entry permit, you may be refused travel, either by us or by the airline.

Please be aware that if this happens, we are unable to assist you in any way. Be sure to double-check that you've remembered these documents.

I'm Not A British Citizen, Will I Need A Visa?

If you are non-British citizen, please consult the embassy of your destination country and the Home Office Immigration Department. You may require special documentation, either for your destination country or for your return to the UK.

Non-British citizens include citizens of British Dependent Territories, those who hold their citizenship by virtue of connection with Gibraltar, British subjects who have a right to live in the United Kingdom, and EC and other nationals.

Entry Requirements For USA

The US Transport Security Administration (TSA) requires that airlines provide certain passenger data, by electronic means, to TSA by 72 hours prior to departure. This is known as US Secure Flight. The information required is Full name (from your passport), Gender, Date of Birth and Redress* number (if you have one). We will provide all this information to the airline.

*A redress number is a unique number for a regular traveller who has applied for redress under the US TRIP programme. This would apply where the traveller is regularly selected for additional screening when matched against the US watch list.

Requirements to travel visa-free to the United States under the Visa Waiver Program have been changed. Nationals of Visa Waiver Program countries will still be eligible to travel without a visa but will have to obtain an approved travel authorisation prior to their travel to the United States.

Visitors who do not receive travel authorisation prior to their departure may be denied boarding, experience delays or be denied admission into the United States. Applications may be submitted at anytime prior to travel, but no less than 72 hours prior to departure. You can apply for visa waiver through the Electronic System for Travel Authorization (ESTA). Please visit <https://esta.cbp.dhs.gov> to complete or track your ESTA application.

Entry Requirements For Canada

When travelling to Canada you must check with your foreign office and the Canadian authorities that you have the correct passport and comply with the visa requirements. Under Canada's eTA program, citizens from countries other than the United States, who do not need a visa to enter Canada, will need to obtain an online authorisation before flying to Canada, unless otherwise exempted. The earlier travellers get their eTA, the sooner they will benefit from knowing they have been pre-screened to enter Canada. A fee of \$7 is payable for processing an application for an electronic travel authorisation. An application for an electronic travel authorisation must be made by means of an electronic system that is made available by the Department (Citizenship and Immigration Canada) for that purpose. An electronic travel authorisation is valid for a period of five years from the day on which it is issued to the applicant or until the earliest of the following days, if they occur before the end of that period: (a) the day on which the applicant's passport or other travel document expires,

(b) the day on which the electronic travel authorisation is cancelled, or (c) the day on which a new electronic travel authorisation is issued to the applicant.

Entry Requirements For Australia

Visitors to Australia need a travel visa. If you wish to travel to Australia for the purpose of sightseeing, holidaying, visiting friends and relatives, or other short-term non-working activities, you will need a Short-Stay Tourist Visa or Long-Stay Tourist Visa.

What Is A Machine-Readable Passport And How Do I Get One?

A machine-readable passport has the holder's personal details (name, date of birth, nationality and passport number) contained in two lines of text at the base of the photo page.

All UK passports issued in the UK since 1988 are machine-readable. If your passport is from outside Britain, however, it may not be.

For further information or to obtain a machine-readable passport, please call the Foreign & Commonwealth Office Travel Advice Unit on 0845 850 2829. Alternatively, you can contact the US Embassy on 09042 450 100 (calls are charged at £1.20 per minute) or visit the US Embassy website.

What is the situation regarding children and passports?

From 05 October 1998, children under 16 have been required to travel on their own passport.

If your child is already included on your passport, he or she is not affected by this change and can continue to travel on your passport until it expires or until they reach the age of 16. However, please be aware that some countries, such as Bulgaria, may refuse entry to any children without their own passports.

If a new document is required during the validity of your existing passport, any child who is included on it will need to apply for a separate passport.

Passport application can be a lengthy process, so we recommend that you plan ahead and keep your holiday dates in mind.

A letter of Parental Consent is required by US immigration if you are taking a child who is not a member of your family into America.

Departure Documents

How Soon After Booking Will I Receive Tickets And Other Documentation?

For online bookings you should receive a confirmation email confirming details on the same day. Further to this, and for those bookings made over the phone, a confirmation invoice is sent out 7-10 working days after making the booking.

Your itinerary, including flight tickets, etc, is usually issued 2 weeks prior to departure. Please note that many of our scheduled flights now operate an e-ticket system; where this is the case no actual tickets will be sent out, however the airline reference number will be included in your itinerary.

If you have not received any of these documents within the timescales outlined above, or if you have any other questions relating to documentation, please call call 0871 6649 680

What Documentation Will I Need At Check-In If I Have An E-Ticket?

You can proceed directly to check-in and will not need to collect your ticket at the ticketing desk. At check-in you will be asked for your Passport (you can use a photo ID for domestic flights) and you will be issued with your boarding card.

Alternatively you can check-in at the Self Service check-in machines. These will ask for your passport to verify your name. This is a convenient way to check-in. If you have luggage to check-in, then you may still be able to use the machines but you would need to give your luggage to the airline before going to the departure lounge. Most e-ticket airlines will have a baggage drop counter but, if in doubt, please ask an airline representative.

At The Airport

Baggage regulations

Excess Baggage

Airlines are increasingly enforcing stricter controls over excess baggage. You should be aware that if you exceed the baggage allowance stated on your ticket then you may have to pay an excess baggage charge at check in. This charge may be as much as 1% per kilogram over your allowance of the premium fare charged by that airline.

Heightened Security

Please be aware that due to heightened security guidelines, the security checks carried out by US Customs for both entry into and exit from the USA have in some instances led to the forcible opening of locked luggage by custom officials.

Carriage Of Butane Lighters

The carriage of Butane lighters on board any aircraft operating to or from the USA is prohibited. This means that you cannot carry either on your person, or packed in your baggage, any butane lighter or any other form of lighter. Failure to comply with this requirement may result in you and other members of your party being denied boarding.

Carriage of Prohibited Items

There are strict rules about bringing prohibited food items, such as animal products, back into the EU even if they are meant for personal use. Useful information can be found at www.hmrc.gov.uk and www.direct.gov.uk/dontbringmeback. A number of items are prohibited in hold luggage, such as explosives and flammable products, so you must not travel with these products.

To see the list of items and some useful information about hold luggage and hand luggage prohibited items, go to www.direct.gov.uk or contact your airline.

Special assistance

Pregnancy

If you are pregnant you should check with your doctor that it is safe for you to travel. If you are more than 28 weeks pregnant at the time of your return scheduled flight, airlines insist on a medical certificate stating you are fit to fly. If you are more than 34 weeks at the time of your return scheduled flight, they may refuse to let you fly. Please check your travel insurance policy for any restrictions that apply to travelling whilst pregnant.

Carriage Of Special Items

Please tell us when you book if you want to carry other items such as wheelchairs, windsurfers, bicycles or golf clubs so that we can ask the airline. Carriage of these items (except wheelchairs and pushchairs) cannot be guaranteed and may be subject to a charge at check in.

Wheelchair users

Can I Take My Wheelchair On The Plane?

Most airlines offer wheelchair carriage, which is not considered part of your baggage allowance. Your wheelchair will be carried in the hold of the aircraft and can be collected at the baggage reclaim area. We ask that you contact our travel centre at the time of booking to notify us that you will require wheelchair carriage and assistance or you can contact the airline directly.

How Will I Get On Board?

Please let us know before you book if you require assistance getting on and off the aircraft. We will be happy to arrange this wherever possible. When you pre-book this we will require proof of need such as your registered disabled number or a letter from your doctor.

Is There Anything Else I Should Be Aware Of?

As your wheelchair must be checked in with the rest of your luggage after you reach the gate, we strongly recommend that you purchase adequate insurance for it before travelling.

Check in and boarding

How Soon Before A Flight Should I Check In?

It is always best to check-in early. It is recommended that you check-in at least three hours before departure. Most airlines now offer on-line check-in so visit your individual airline website for details.

Timings shown are local times based on the 24-hour system and may change during certain periods according to the individual country's daylight saving time policy. Remember that flight timings on this web site are for guidance only and are subject to change. Actual flight details will be shown on your flight tickets. It is important to check your flight details and times on receiving your tickets.

Disruptive Passengers

The Captain of an aircraft has absolute authority over the aircraft and passengers at all times when they are boarding or on board. Under relevant legislation and under the carrier's own conditions of carriage, he/she may prevent you from travelling where, for example, it is considered that you are unfit to travel or that you may pose a danger to, or threaten the good order of, the aircraft and/or other passengers.

Such refusal may arise, for instance, where you are found to be drunk before or after boarding, smoking on board or using threatening, abusive or insulting words or behaviour to a member of the crew. In these circumstances, we and/or the carrier may, in its or their reasonable discretion, terminate your scheduled flight and will not be liable to you for completing your scheduled flight. Further, neither we, nor the carrier will hesitate to report the offender to the relevant authorities. You should also be aware that misconduct on an aircraft constitutes a serious criminal offence for which you will be liable to prosecution. In the above circumstances neither we nor the carrier will be liable for any refund, compensation or any other costs you may have to pay. Further, if in the Captain's opinion you or a member of your party's behaviour requires the aircraft to be diverted, we and/or the carrier may claim against you for all additional costs incurred as a result of the diversion.

Flight Delays And Compensation

Depending on the circumstances, European law requires airlines to provide refreshments to passengers whose flights are cancelled at short notice, who are denied boarding or who are subjected to long delays with assistance. If appropriate they will also offer accommodation.

In addition, in certain circumstances, passengers who are denied boarding or whose flights are cancelled may additionally be entitled to financial compensation. Contact your specific airline or the Air Users Council (www.auc.org.uk) if you would like to query if compensation is due to you. We will not refund additional costs incurred by you during a delay, or should you choose to make independent travel plans rather wait for your original carrier to transport you.

Seating Requests

Some airlines allow us to make an advance seat assignment request. Please ask your sales consultant or contact our after-sales team. Please be advised that seats cannot be guaranteed and are subject to change.

Many airlines now offer on-line check-in which also allows you to select seats. Please see the relevant airline website for details.

Seats With Extra Space

These are often close or next to emergency exit doors, behind a bulkhead or behind a dividing wall. They may therefore have additional space in front of the seat, but not always additional room to stretch your legs out. Emergency exit row seats are only available to passengers who are able to move quickly and operate the emergency exit without difficulty if necessary in line with European Aviation Safety Authority (EASA) regulations. Just a few things to bear in mind before you book an emergency exit row seat:

Any passengers who because of...

- physical or mental impairment or disability
- age or sickness
- physical size
- have difficulty moving quickly cannot sit in these seats.

Neither can anyone...

- under the age of 14 (whether accompanied or not)
- who requires an extension seatbelt
- under the influence of alcohol
- travelling with an assistance animal.

These regulations have been put in place by the EASA and are for the safety of all passengers. The cabin crew have the final say and we kindly ask that their decisions are respected. Seats with extra space can be pre-booked on a number of airlines for an extra charge. Please either select the option when you're booking your holiday, or call our Customer Services Team to request an amendment. Extra Leg Room seats are not available to pre-book on all airlines. Some choose to allocate these seats at check-in due to the restrictions listed above.

Meal Requests

A meal or snack will be served on most scheduled flights. If you require a vegetarian, kosher or other special dietary meal, please advise us at the time of reservation. Please note however that meal requests cannot be guaranteed. It is forbidden to consume your own alcohol on board your scheduled flight.

Frequent Flyers

If you have a frequent flyer card please contact our after-sales team and they will add the detail to your booking. Please be advised that we are unable to exchange frequent flyer points/miles for flights at Flexible Flights. In addition please be advised that not all flight classes are eligible for accumulating frequent flyer points/miles.

Montreal Convention

Officially known as the Convention for the Unification of Certain Rules for International Carriage by Air (1999), the Montreal Convention governs all air carriers and imposes limits on liability with regard to accidents, damages, delays or loss of property.

Air carrier liability for passengers and their baggage: This information notice summarises the liability rules applied by Community air carriers as required by Community legislation and the Montreal Convention.

Compensation in the case of death or injury: There are no financial limits to the liability for passenger injury or death. For damages up to approximately £80,000, the air carrier cannot contest claims for compensation. Above that amount, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault.

Advance payments: If a passenger is killed or injured, the air carrier must make an advance payment, to cover immediate economic needs, within 15 days from the identification of the person entitled to compensation. In the event of death, this advance payment shall not be less than approximately £13,000.

Passenger delays: In case of passenger delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for passenger delay is limited to approximately £3,300.

Baggage delays: In case of baggage delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for baggage delay is limited to approximately £800.

Destruction, loss or damage to baggage: The air carrier is liable for destruction, loss or damage to baggage up to approximately £800. In the case of checked baggage, it is liable even if not at fault, unless the baggage is deemed to be defective. In the case of unchecked baggage, the carrier is liable only if at fault.

Higher limits for baggage: A passenger can benefit from a higher liability limit by making a special declaration at check-in and by paying a supplementary fee.

Complaints on baggage: If the baggage is damaged, delayed, lost or destroyed, the passenger must write and complain to the air carrier as soon as possible. In the case of damage to checked baggage, the passenger must write and complain within seven days, and in the case of delay within 21 days, in both cases from the date on which the baggage was placed at the passenger's disposal.

Liability of contracting and actual carriers: If the air carrier actually performing the flight is not the same as the contracting air carrier, the passenger has the right to address a complaint or to make a claim for damages against either. If the name or code of an air carrier is indicated on the ticket, that air carrier is the contracting air carrier.

Time limit for action: Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived.

Basis for the information: The basis for the rules described above is the Montreal Convention of 28 May 1999, which is implemented in the Community by Regulation (EC) No. 2027/97 (as amended by Regulation (EC) No. 889/2002) and national legislation of the Member States.