



## *Terms of Use & Privacy Policies*

### **SCHEDULED FLIGHT TERMS & CONDITIONS**

Travel Suite Ltd.

The Service Station, Oxstalls Lane, Longlevens, Gloucester, GL2 9HN

#### **1. THE CONTRACT**

The person who makes a booking ('the Lead Name') acknowledges and represents that he/she has authority to accept these Conditions on behalf of the party. When you book a scheduled flight you are contracting for carriage with the airline ('the Carrier') in accordance with its Conditions of Carriage and with international conventions governing carriage by air (which are referred to below). Your contract is therefore with the Carrier and is subject to their conditions of carriage. In addition their cancellation and refund terms and ticket and fare rules apply. Travel Suite Ltd, whose registered office is The Service Station, Oxstalls Lane, Longlevens, Gloucester, is acting as a booking and ticketing agent in this situation. Travel Suite is fully bonded by the Civil Aviation Authority under Air Travel Organiser's Licence no. 9457

#### **2. BOOKING**

Your invoice and tickets will be sent to your contact address or ticket collection will be arranged at your departure airport, but only by arrangement. If paying by credit or debit card they will be sent to the billing address of the card holder only. The cardholder must be the lead name on the booking. The contact and billing address must be that of the card holder and lead passenger. Payment by another member of the party must be authorised by Travel Suite. Travel Suite reserves the right to refuse to accept a booking in its discretion for any reason.

#### **3. PAYMENT**

Full payment is due at the time of booking. All confirmations will be issued within 28 days of booking providing cleared funds have been received by Travel Suite. Fares will only be guaranteed against further fare increases once tickets have been issued. Pre-paid taxes are subject to change at any time prior to ticket issue. Fares cannot be guaranteed if a ticket on departure or pre paid ticket has been requested. Any increase or subsequent airline debit for under collected fares may be charged to the 'lead name'.

#### **4. PRICE VARIATIONS**

Travel Suite reserves the right to alter the price of flights before you make your booking. After booking we may have to pass on to you any increase in the price of your flight(s) where the Carrier increases the cost of the ticket because of increases in fuel costs, air passenger duty, taxes or other fees chargeable for services. However, we will not pass on any such increases where you have booked and paid in full.

#### **5. CHANGES BY YOU**

Please note that changes may be permitted to scheduled airline tickets but the cost of doing so varies according to the airline and to whether the tickets have been issued or not. Fare rules can be found on the appropriate page of this site.

#### **6. CHANGES BY SCHEDULED CARRIERS**

Time is not of the essence under a contract of carriage by air. Where flight timings are given these are for information only; although the Carrier will endeavour to depart within a reasonable time of that stated on the ticket. If scheduled carriers make changes to your flight times or aircraft types we will try to inform you before departure.

**7. SCHEDULED CARRIERS' LIABILITY**

Carriers' liability for delay, loss or damage to passengers or baggage is governed by international conventions governing carriage by air, primarily the Warsaw Convention as enacted into United Kingdom law by the Carriage By Air Act 1961 and subsequent legislation. The terms of these conventions are incorporated into your contract with Carriers. Copies may be obtained on request. Standard I.A.T.A. conditions of carriage or the Carriers' own conditions of carriage are also contained in your ticket.

**8. LIABILITY FOR PERSONAL INJURY/DEATH**

The Warsaw Convention governs the liability of many carriers for personal injury and death. EU Notice Requirement (For EU Countries only) If your journey involves a destination or stop in a country other than the one from which you depart, the Warsaw Convention may govern the liability of all airlines involved in your journey, including any portion thereof within a single country. This Convention limits the liability of airlines for death or bodily injury and for baggage loss, delay or damage. For many air carriers, including all European Community air carriers, the Warsaw Convention limits for bodily injury or death and the defence that they have taken all necessary measures to avoid the damage for the first 100,000 Special Drawing Rights of any such claim do not apply. In addition, in cases of death or bodily injury, many air carriers will make advance payments to the person entitled to compensation, if required to meet immediate economic needs, in proportion to the hardship suffered. European Community air carriers provide a minimum advance equal to not less than 15,000 Special Drawing Rights in the event of death. Other air carriers may apply alternate provisions.

**9. FORCE MAJEURE**

Neither scheduled Carriers nor Travel Suite shall be liable for any failures due to unusual and unforeseeable circumstances beyond their control whose consequences could not have been avoided including but not limited to war, riot, civil strike, industrial dispute including air traffic control disputes, terrorist activity, natural and nuclear disaster, fire or adverse weather conditions, unavoidable technical problems with transport, closure or congestion of airports or ports.

**10. DISRUPTIVE PASSENGERS**

The Captain of an aircraft has 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; or where you smoke on board or where you use threatening, abusive or insulting words or behaviour to a member of the crew. In those circumstances, the Carrier may in its reasonable discretion, terminate your flight and will not be liable for any refund, compensation or any other costs you may have to pay. In addition the Carrier may seek reimbursement from you of any costs resulting from your behaviour, for example, the cost of diverting the aircraft. You may also be prosecuted for criminal offences.

**11. JURISDICTION**

Your contract with the Carrier is governed by English Law. Any dispute shall be subject to the non-exclusive jurisdiction of the English courts.

**12. SEVERABILITY**

These Terms and Conditions shall be severable. In the event that any provision is determined by a competent tribunal to be unenforceable or invalid, such provisions shall nonetheless be enforced to the fullest extent permitted by the applicable law and such determination shall not affect the validity and enforceability of any other remaining provisions.

**13. ENTIRE AGREEMENT**

These Terms and Conditions constitute the entire Agreement between Travel Suite and you in relation to the relevant flight booking and supersede any prior understandings, agreements or communications relating to the subject matter of this Agreement and may not be amended or modified except in writing and as permitted by these terms and conditions.

**14. DATA PROTECTION**

In making your booking, Travel Suite will receive personal information about you which is the subject of data protection legislation.

**15. FINANCIAL PROTECTION**

When you buy an ATOL protected flight from Travel Suite you will receive a confirmation invoice from us confirming your arrangement & your protection under our Air Travel Organisers License Number 9457. 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 advanced booking. For further information visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk)  
ATOL Protection does not apply to all travel services on this website. Please ask us to confirm what protection may apply to your booking.

