

## RETAIL BOOKING TERMS

**These are the terms on which we will make a booking as agent for a supplier for your travel or holiday arrangements.**

We are NetTours Limited ('We', 'Us' or 'Our'). NetTours Limited is a UK registered company, our company registration number is 10865881. We are ATOL license holders (11370), members of ABTA (P8157) and accredited by IATA (91-2 00 33). Our address is 1 High Street / Maidenhead / Berkshire / SL6 1JN / United Kingdom.

Phone: 01628 947515 | Email: [info@nettours.co.uk](mailto:info@nettours.co.uk)

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**We act only as an agent in respect of the arrangements we take and/or make on behalf of the supplier making up your booking.** We accept no liability in relation to any contract you enter into or for any services or arrangements you purchase ("arrangements") or for the acts or omissions of any supplier(s) or other person(s) or party(ies) connected with any arrangements. For all arrangements, your contract will be with the supplier of the arrangements in question (the 'supplier(s)'). When making your booking we will arrange for you to enter into a contract with the applicable supplier(s) of the arrangements. Your booking with us is subject to these terms and conditions and the specific booking conditions of the relevant supplier(s) you contract with and you are advised to read both carefully prior to booking. The supplier's terms and conditions may limit and/or exclude the supplier's liability to you. Copies of applicable conditions are available on request from us. All travel arrangements which we provide, or which are sold through us are not an offer by us to sell any travel arrangements, but an invitation to you to make an offer to the suppliers of the arrangements. We are free to accept that offer on behalf of those suppliers or to reject it.

**By proceeding to make a booking, you agree that:**

1. you have read these terms and conditions and those of the supplier and agree to be bound by them;
2. you consent to our use of your information in accordance with our Privacy Policy;
3. you are over 18 years of age and resident in the United Kingdom and where placing an order for services with age restrictions you declare that you and all members of your party are of the appropriate age to purchase those services.

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**1. Booking and payment** When you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party these booking conditions. In order to confirm your chosen arrangements, you must pay a deposit as required by the supplier of the arrangements in question (or full payment if booking within 12 weeks of departure). You must also pay all applicable insurance premiums and booking fees. Your booking is confirmed and a contract between you and the supplier will exist when they issue a confirmation.

Please check your confirmation carefully and report any incorrect or incomplete information to us immediately. Please ensure that names are exactly as stated in the relevant passport. As we act only as booking agent, we have no responsibility for any errors in any documentation except where an error is made by us.

The booking information that you provide to us will be passed on only to the relevant suppliers of your travel arrangements or other persons necessary for the provision of your travel arrangements. The information may be provided to public authorities such as customs or immigration if required by them, or as required by law. This applies to any special category (sensitive) information that you give to us such as details of any disabilities, or dietary and religious requirements. In making this booking, you consent to this information being passed on to the relevant persons. Certain information may also be passed on to security or credit checking companies. If you are travelling to the United States, the US Customs and Border Protection will receive this information for the purposes of preventing and combating terrorism and other transnational serious crimes. If

you travel outside the United Kingdom, controls on data protection may not be as strong as the legal requirements in this country. If we cannot pass this information to the relevant suppliers, whether in the United Kingdom or not, we will be unable to provide your booking. Full details of our data protection policy are available upon request.

If you have paid a deposit, you must pay the full balance by the balance due date notified to you. If full payment is not received by the balance due date, we will notify the supplier who may cancel your booking and charge the cancellation fees set out in their booking conditions.

Except where otherwise advised or stated in the booking conditions of the supplier concerned, all monies you pay to us for arrangements will be held on behalf of the supplier(s) concerned.

**2. Prices** We reserve the right to amend advertised prices at any time. We also reserve the right to correct errors in both advertised and confirmed prices.

**Special note: changes and errors sometimes occur. You must check the price of your chosen arrangements at the time of booking.**

**3. Insurance** You are strongly recommended to take out personal travel insurance for all members of your party. Some suppliers require that you do so. It is your responsibility to ensure that the insurance you purchase is adequate and appropriate for your particular needs. The insurance should cover you and your party against the cost of cancellation by you; the cost of assistance (including repatriation) in the event of accident or illness; loss of baggage and money; and other expenses.

**4. Special requests** If you have any special requests, please let us know at the time of booking. We will pass on all such requests to the supplier, but we cannot guarantee that they will be met, and we will have no liability to you if they are not.

**5. Changes and Cancellations by you** Any amendment or cancellation request must be sent to us in writing, by email, fax or post, and will take effect on the day we receive it. Proof of posting is not proof of receipt. Therefore, you are advised to also confirm all changes to our Customer Services Department by telephone. Please ensure that you have received written confirmation of any changes to your booking prior to travel. Whilst we will try to assist, we cannot guarantee that such requests will be met. Amendments and cancellations can only be accepted in accordance with the terms and conditions of the supplier for your arrangements. The supplier may charge the amendment or cancellation charges shown in their booking conditions (which may be as much as 100% of the cost of the travel arrangements and will normally increase closer to the date of departure). In addition, you must pay us an administration fee of £25.00 per person for any amendments to bookings and an administration fee of £25.00 per person for cancellations for flights and £40.00 for cancellations of accommodation only. Any other cancellations (such as transfers) will be charged at £20.00 per person. You will be notified of the exact charges at the time of amendment or cancellation.

**Most scheduled airlines do not allow changes, and therefore full cancellation charges will usually apply. Most 'no frills' airlines have cancellation charges of 100% from time of booking.**

**6. Changes and Cancellations by the Supplier** We will inform you as soon as reasonably possible if the supplier needs to make a significant change to your confirmed arrangements or to cancel them. We will also liaise between you and the supplier in relation to any alternative arrangements offered by the supplier, but we will have no further liability to you.

**7. Our responsibility for your booking** Your contract is with the supplier and its booking conditions apply. As agent, we accept no responsibility for the actual provision of the arrangements. Our responsibilities are limited to making the booking in accordance with your instructions. We accept no responsibility for any information about the arrangements that we pass on to you in good faith. However, in the event that we are found liable to you on any basis whatsoever, our maximum liability to you is limited to three times the cost of your booking (or the appropriate proportion of this if not everyone on the booking is affected). We do not exclude or limit any liability for death or personal injury that arises as a result of our negligence or that of any of our employees whilst acting in the course of their employment.

**8. Visa, passport and health requirements.** Unless you tell us otherwise, we are entitled to assume that all members of your party are British citizens who hold or will hold full British passports valid for the entire duration of the arrangements you chose to purchase. Information on visa, passport and health requirements, where given and applicable, is so given on this basis. Requirements may change and you are therefore strongly recommended to check the up-to-date position with the supplier of the arrangements, Passport Office, appropriate embassy or consulate or your doctor as applicable in good time before departure.

**9. Complaints** The contract for your arrangements is between you and the supplier, any queries or concerns should be addressed to them. If you have a problem whilst on holiday, this must be reported to the supplier or their agent immediately. If you fail to follow this procedure, there will be less opportunity for the supplier to investigate and rectify your complaint. The amount of compensation you may be entitled to may therefore be reduced or you may not receive any at all depending upon the circumstances.

If you wish to complain when you return home, write to the supplier. You will see the name and address plus contact details in any confirmation documents we send you. We will of course assist you with this if you wish - please contact Customer Services. If the matter cannot be resolved and it involves us or another ABTA Member then you have the option to use ABTA's ADR scheme, approved by the Chartered Trading Standards Institute, see [www.abta.com](http://www.abta.com).

**10. Financial Protection** All the package holidays we sell, come with protection for your money. If you buy a single travel service, then this might not apply. Package holidays are protected by the package organiser, and we will provide you with their confirmation. 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.

**11. Law and Jurisdiction** These terms of business are governed by English law and the courts of England and Wales have jurisdiction (unless you live in Scotland or Northern Ireland, in which case you can bring proceedings in your local court under Scots or Northern Irish law, as applicable.)