

## Terms & Conditions

User agreement between the user (User, you) and Skylord Travel (skyres.com is a trading name of Skylord Travel Plc.). Please read these terms and conditions of use (Terms and Conditions) before using the skyres.com website (Site) and making any bookings.

You consent to the Terms and Conditions when you use the Site, without qualification. If you disagree with any part of the Terms and Conditions, you may not use the Site in any way or make a booking.

## Your Contract

Your contract will be with Skylord Travel Plc. For your financial security Skylord Travel Plc. holds an Air Travel Organisers License (ATOL protected 3550), The Association of British Travel Agents (ABTA protected F7090) and are members of PATA & IATA. When booking travel arrangements our contract with you begins when we tell you your booking is confirmed either by telephone, fax or email. Once the contract is made we are responsible for providing the travel arrangements you have booked and you are responsible to us to pay for them. In parties of two or more people the person who makes the booking, by signing the booking form or otherwise contracting as telephone order with us, accepts responsibility for making payments to us for all members of the party.

## Your Financial Protection

All monies paid by you for the flights or air holidays booked are ATOL protected by the Civil Aviation Authority. Our ATOL number is ATOL 3550.

## Amendments & Cancellations

- **Air Reservations**

Many scheduled and most discounted airfares, carry amendment and cancellation fees sometimes up to 100%. It is important that all customers' check the fare rules prior to confirming their reservations detailed under the fare quote. Click through for further details on full fare notes. Amendments and cancellations cannot be processed until the original tickets have been returned. Refunds are processed as quickly as possible. Generally totally unused tickets can be processed by Skylord Travel within 14 working days, but may then take between 12-14 weeks to arrive back to use from the airline. Any money owed will only be refunded once we receive funds from the carrier. Skylord Travel accepts no liability for interest charges incurred for outstanding refunds. For scheduled air fares, an administration fee of £100 per ticket will be applied to all amendments and cancellations in addition to the airline's standard fees. Partially unused tickets may have to be returned to the issuing airline to calculate the refund due (if any) which normally takes 6-12 weeks to process. In some isolated cases this can take up to 12 months. Tickets issued for discounted air fares are subject to an administration fee of £150 in addition to the charges applied by the airline.

- **Hotel Reservations**

All hotel reservations made through Skylord Travel may not be guaranteed for late arrival. Hotels have varying cancellation policies varies and most of the hotels are non refundable. Ask one of our travel consultant for more details.

## Alterations By The Company

Although the Company makes every effort to ensure that published descriptions are correct, it does not own or operate airlines and other suppliers and cannot control or prevent changes. The Company therefore reserves the right to change the description of any flight and/or ground service before you book, in which case you will be told before a confirmation invoice is issued. Although under no obligation to do so, the Company will endeavour to notify all changes before departure if it is practicable to do so. No compensation is payable by the Company in such cases. Should a schedule change occur to your itinerary after full balance/ticket issue, on either the outbound or return flights the relevant suppliers decision will be final and Skylord Travel amendment charges may apply.

## Cancellation By The Company

- **Holiday arrangements excluding packages**

In the unlikely event that a booking has to be cancelled a full and prompt refund will be made of all monies paid to the Company less any insurance premiums and amendment fees. No compensation is payable.

- **Packages**

The Company reserves the right to withdraw or cancel the service on offer. If the booking is cancelled before departure for any reason other than non-payment by you, then you will be offered the choice of purchasing another arrangement from the Company. Any price differences will payable/refundable as applicable, or of receiving a full refund of all monies paid to the Company (except insurance premium and any amendment fees). In addition, unless the cancellation has been caused by "force majeure" or "low bookings" (defined in Clause 6 below) compensation will be paid on the scale set out in Clause 4 above. The Company will never cancel a package within 30 days of departure except for reasons of "force majeure" (check below).

## Force Majeure/low Bookings

- **Force Majeure**

Includes war, threat of war, riot, civil disobedience or strife, industrial dispute, terrorist activity, natural or industrial disaster, fire,

adverse weather conditions, level of water in rivers, technical or maintenance problems with transfer, unforeseen operational decisions of air carriers such as changes of schedule, or any unforeseeable or unavoidable event beyond the Company's control.

- **Low Bookings**

Is where the number of persons who have booked a particular arrangement is less than the minimum required to make it viable.

### **Pricing Policy**

All fares and other information displayed on our website are subject to availability. Once a confirmation invoice has been issued the price shown on that invoice may only vary as outlined below or if you amend your booking (see Clause 3). (a) Holiday arrangements excluding packages: While every effort is made to avoid surcharges, the right is reserved to pass on any cost increase levied by the suppliers. (b) "Packages": Prices may only be changed to reflect government action, increase in transportation costs (e.g. airfares and cost of fuel), changes in dues and taxes (including VAT) or fees payable for services (e.g. landing taxes or embarkation/disembarkation fees at ports and airports) or to reflect fluctuations in exchange rates.

### **GDS Usage**

As you are aware many airlines have introduced O&D controls to help manage inventory on flights. Airlines that have this in place include but are not limited to Emirates, KLM, Qatar Airways, Air France, Singapore Airlines and Lufthansa.

Whilst most agents abide by correct bookings practices, many do not and they bypass the rules, effectively "hacking" the system to book seats that are not available to legitimately book. This results in loss of revenue for the airline and in turn the airlines send us an ADM for the booking.

If you are making a booking in your own GDS (e.g. Worldspan, Galileo, Amadeus or Sabre) or a GDS system provided by us, then queuing the booking over to us for issuing, you are responsible for making sure the booking has been made legitimately. If you have any concerns over this you can ask your local branch/office and we will be happy to explain.

If a booking is queued to us that an airline deems has been booked by abusing the system and the ticket is issued resulting in an ADM you will be responsible for the ADM and an invoice will be raised to your agency. By queuing a booking made by you to us for issuing you are agreeing to this in full.

### **Passport / Visas**

Compulsory passport and visa information and compulsory health requirements for the journey can be either obtained from us or through your travel agent. It is your responsibility to comply with the information provided and to any loss that may arise due to failure to comply.

### **Suppliers' Conditions**

Please note that, as between you and any of the suppliers whose services form part of your booking, the suppliers' standard terms and conditions will apply. This is particularly important in the case of "other holiday arrangements" where the company acts only as a booking agent between you and the relevant suppliers. The suppliers' standard conditions may limit or exclude liability, often in accordance with international conventions. Copies of these conditions may be requested in writing, but up to 28 days must be allowed for delivery.

### **Rights**

Please note that a flight described as "direct" will not necessarily be non-stop. All departure/arrival times are provided by the airlines concerned and are estimates only. They may change due to air traffic control restrictions, weather conditions, operational/maintenance requirements and the requirement for passengers to check in on time. The Company is not liable if there is any change to a departure/ arrival time previously given to you or shown on your ticket. It is for this reason that all clients are advised to reconfirm their flights, with the airline, 72 hours prior to departure. The Company is also unable to make any special arrangements for you if you are delayed; these matters are in the sole discretion of the airline concerned. Your ticket is your document of travel and the information on the ticket is deemed correct unless you advise the Company within 72 hours of receipt.

### **Special Requests**

If you have any special requests, these will be passed on to the relevant supplier but cannot be guaranteed by the Company.

### **Departure Taxes**

It is not always possible to include all departure taxes on your ticket - in some cases departure taxes must be paid locally and these are payable to the Government of the country departed and are non-refundable.

### **Delivery of Your Booking**

**The following applies to all products or services booked via our Site:**

#### **E-tickets**

During the booking process, you will be given the choice of e-ticket or paper ticket. Please note that airlines have their own rules and regulations with regard to e-ticketing. Skylord Travel cannot be held responsible for non-compliance with these rules and regulations and strongly recommends that you check these details with your airline in advance of travel.

#### **Document Delivery**

Skylord Travel rely on the information that you provide as being accurate and therefore cannot be held responsible if your documents are lost due to an incorrect address or your e-ticket does not arrive due to an incorrect email address or your junk email settings. You must notify us immediately if you change your email address or contact telephone number. In addition, please check that the name on your passengers' passport matches the name on the ticket and/or booking confirmation.

Please note that Skylord Travel does not deliver documents outside the UK. Also, if you have any special delivery requirements (such as flats with

security gates) then you should advise us of this immediately after booking. It is your responsibility to advise us if you have not received your documents. If you hold any other booking, either with Skylord Travel or another agent, then it is your responsibility to advise us that you need documents from us by a certain time. Skylord Travel would recommend that you do this before completing the booking. This will help us decide if express delivery is required

### **Queries and Complaints relating to your Booking**

Please contact our customer services team (Tel: 020 8582 1111 / Email: cs@skylordtravel.com), if you have any other enquiries or complaints relating to your booking prior to departure.

If you have a complaint relating to a Travel Supplier and/or hotel during your stay, please ensure that you officially log your complaint with the relevant Travel Supplier and/or hotel prior to your return.

If you have any other enquiries or complaints relating to your booking during your stay, please contact our customer services or any one of our offices as soon as possible by either email or phone so we can try make arrangements to rectify the problem. If we or any of our Travel Supplier's require further information you must supply that promptly in writing. This simple procedure must be followed as we and our Travel Supplier's need to be able to investigate the problem and, where possible, rectify it quickly. In relation to Flight+Hotel Packages your failure to comply with this procedure could result in us being unable to accept responsibility.

### **APIS**

All airlines are required to collect Advance Passenger Information from passengers before travel to or from the USA and certain other countries. You agree to supply this information to Skylord Travel and consent to Skylord Travel passing this information to the airlines who may onward disclose it to foreign authorities. If you do not supply Advance Passenger Information, you may be refused entry to these countries. It is also important that the information is accurate so that you do not have any delay when you pass through Immigration on arrival in these countries. The information you will be asked to provide will depend on the country you are visiting but will include passport information, city and country of residence and destination address if travelling to the USA (for all travelers on your booking).

If you are travelling to a country that requires Advance Passenger information, Skylord Travel will ask you to fill out this information on the confirmation page after you have completed your booking. If you do not have the information to hand, Skylord Travel will send you an email confirmation containing a link where you can enter the information manually at any time before your departure.

### **Customer Behavior**

It is your responsibility to ensure that you do not behave in a way which is inappropriate or causes offence or danger to others or which risks damage to property belonging to others (including but not limited to drunkenness, air rage) whilst on your holiday or using a service/product. If your behavior is inappropriate and/or causes offence, or damage to others, or risks damage to property belonging to others, we and/or our Travel Suppliers (e.g. airline staff) may cancel your booking, in which case our and our Travel Supplier's responsibility to you will cease immediately and you will not be eligible for any refunds, payments of compensation and/or any reimbursement of any cost or expenses you may incur as a result of such termination. Further, you will be liable to reimburse us for any expenses we incur as a result of such termination.

### **Use of the Site**

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

### **Information on the Site**

Skylord Travel offers all of the general information on the Site for purposes of guidance only. Please note that Skylord Travel may at any time change any aspect of the Site or its content, including the availability of any suppliers, features, information, database or content. You need to check with the relevant Travel Supplier, destination, embassy, or tourist office to confirm the guidance is up to date. In particular, with respect to passports, visas, and vaccination requirements, Skylord Travel does not guarantee that the information is always up to date and it is your responsibility to ensure that you understand and comply with all relevant passport, visa, and vaccination requirements. Skylord Travel does not guarantee that information on the Site (including without limitation prices, descriptions or dates) is free from errors or omissions but we will use all reasonable endeavors to correct any errors or omissions as soon as practicable once they have been brought to our attention. By way of example, the majority of hotel and other accommodation descriptions are fed directly to our Site by the Travel Supplier.

### **User Obligations**

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

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

### **Denial of Access**

Skylord Travel reserves the right to deny access to the Site at any time without notice.

### **Links to Third Party Web Sites**

The Site may contain hyper links to external web sites owned and operated by third parties. Skylord Travel has no control over or association with

such third party sites and no responsibility in relation to the accuracy, completeness and quality of the information contained within them. Any and all contents on these external web sites do not reflect products, services or information provided by Skylord Travel. You should direct any concerns regarding any external link to the site administrator or webmaster of such site.

#### **Currency Converter**

Currency rates quoted in the Site are derived from a number of sources and may not in all cases be updated daily. You may wish to verify actual rates on the date of booking. In addition, where hotels are payable on check-out, the exchange rate may have changed since the time of booking.

#### **Copyright and Trademarks**

The copyright and all proprietary rights in the Site and all content are reserved by Skylord Travel. The material contained within the Site is the property of Skylord Travel or its affiliates unless identified as belonging to third parties. The name Skylord Travel and any other marks, logos and graphics of Skylord Travel displayed on the Site are registered trademarks of Skylord Travel or its affiliates. Other company and product or service names displayed on the Site may be the trademarks of their respective owners.

You are not granted any right or license to use any trademarks.

#### **Privacy Policy**

The terms of the Skylord Travel Privacy Policy are incorporated into these Terms and Conditions. You agree to the use of personal information by Skylord Travel and its affiliates or third party suppliers in accordance with the terms of and for the purposes set forth in the Skylord Travel Privacy Policy.

#### **Security Policy**

Skylord Travel uses secure technology in order to safeguard personal information and financial transactions. Skylord Travel complies with the procedures and security standards as further set out in the Skylord Travel Security Policy.

#### **ATOL**

The air holidays shown are ATOL Protected by the Civil Aviation Authority, and we act as agents for licensed tour operators; the relevant ATOL number is displayed with each holiday shown. The flight bookings we make are also ATOL Protected, except when tickets for scheduled flights are sent to you within 24 hours of payment being accepted, or where your payment is made direct to airlines. ATOL Protection extends primarily to customers who book and pay in the United Kingdom. If your booking is ATOL protected, this will be clearly stated in your confirmation email. Visit [www.atol.org.uk](http://www.atol.org.uk) if you want to know more.

#### **ATOL Receipts**

As per The Air Travel Trust Fund (ATT) policy, ATOL holders and their agents must issue the correct documents to its' holidaymakers. It is important that this documentation is issued correctly as it is required to enable holidaymakers to make a valid claim for a refund from the ATT if their ATOL holder fails.

In addition to the other evidentiary requirements outlined in its payment policies, the ATT will only pay claims where ATOL holders agents' have properly issued their customers at the time of booking with an ATOL Receipt that meets the statutory requirements published by the CAA. Where these statutory requirements have not been met, claimants will be advised to contact their agent for a refund. The information that ATOL receipts must contain is written below.

ATOL Receipts must contain the following information:

- i) The name of the agent and the fact that he is acting in the capacity of agent for the Licence holder [for identified travel services];
- ii) The name of the Licence holder and the number of his Air Travel Organiser's Licence (ATOL);
- iii) The Licence holder's booking reference;
- iv) The customer lead name and other passengers and/or the number of persons booked;
- v) The date, origin, destination, time and airline operator and flight number (if known) of each flight booked;
- vi) All other elements in addition to a flight included in the price;
- vii) The total amount payable under the contract with the Licence holder and the amount paid to date.

#### **Changes to Terms and Conditions**

Skylord Travel reserves the right to change or update the Terms and Conditions relating to use of the Site from time to time without prior notice to Users. The current version of the Terms and Conditions will be displayed within the Site from the date on which any changes come into effect. Continued use of the Site following any changes to the Terms and Conditions shall constitute your acceptance of such changes.

#### **Governing Law**

This User Agreement is between you and Skylord Travel and is governed by the laws of England and Wales.

The Site is offered to you by Skylord Travel, whose registered office is at 208 Field End Road, Eastcote, Middlesex, HA5 1RD., Great Britain. Please note that this is also the address you should use for all correspondence regarding customer service.