

### **1. Your Contract - Please Read This Carefully Before You Book**

The following conditions should be read carefully as they will bind you. All travel arrangements made on your behalf are made by Al-Bukhari Travel which is a trading style of Global Express Travel Solutions Ltd ("the Company", or "Us" or "We") registered in England & Wales with Co. No. 08042713 and business office at 179-181 Bordesley Green, Birmingham, West Midlands, B9 5EX, and are made pursuant to these conditions. The Company acts as an agent to licensees of the Civil Aviation Authority under the terms of the Air Travel Organiser's License ("ATOL"), and is thereby bonded with major insurance companies to protect your interests. The particulars of ATOL protection will be supplied with issued tickets and will be stated on invoices.

1.1 No contract will come into existence between us until (you acknowledge) the acceptance by us of a non-refundable deposit of a minimum of £250 per person (subject to change) and abided by the fare rules as per the booking. The reservations are accepted/confirmed when a credit/debit card has been debited with the deposit to, or full payment of, the reservation in cleared funds (as per the agreement). Please note that deposits are non-refundable and non-transferable.

1.2 For online bookings, the contract will come into existence upon acceptance of the booking conditions presented at the end of the booking process and once we have received full payment in cleared funds.

1.3 All services offered are subject to availability.

1.4 Prices quoted are based on ground and transportation costs prevailing at the date of booking. The Company reserves the right to change prices at any time prior to the booking being confirmed. The Company cannot accept responsibility for verbal price quote or descriptions. We reserve the right to refuse, at our sole discretion, any booking.

1.5 When you make a booking, you confirm that you have the authority to accept, and do accept, these conditions for yourself and on behalf of all members of your party and further, if you are making a booking for more than one person, that you are responsible for all payments due from each and every party member for whom you are making a booking.

1.6 It is your responsibility to ensure that any information which you give us is accurate, and that information which is given to you by us or by any of our suppliers is passed on to all members of your party.

### **2. Payments**

You must pay the balance by the due date shown on the confirmation invoice. Please note for some telephone bookings full payment may be required IMMEDIATELY, i.e. before you receive our confirmation invoice. If this applies, you will be advised of this when the booking is made. It is very important that you pay balances when due, as failure to do so may lead to the cancellation of your holiday/flights and still leave you liable to pay cancellation charges. Where an extra booking charge applies this will have been advised at the time of booking. Until full payment has been received, the price of your booking may increase as a result of fuel or other surcharges which may be imposed by suppliers.

2.1 All credit/charge card payments are subject to a surcharge. Debit and Credit Cards: are welcomed and carry a 3.5% surcharge. We do not currently accept American Express. If the card is in a name other than the name of the traveller, we will require written or faxed authorisation from the cardholder, including a photocopy of both sides of the card itself, before any tickets can be released.

2.2 To ensure that your credit, debit or charge card is not being used without your consent, we will validate name, address and other personal information supplied by you during the order process against appropriate third party databases. By accepting these terms and conditions you consent to such checks being made. In performing these checks personal information provided by you may be disclosed to a registered Credit Reference Agency which may keep a record of that information. You can rest assured that this is done only to confirm your identity, that a credit check is not performed, and that your credit rating will be unaffected. All information provided by you will be treated securely and strictly in accordance with Data Protection Acts.

### **3 Booking confirmation and travel documents**

The traveller is responsible for the following:

3.1 Reading and approving the terms and conditions of travel prior to purchase.

3.2 Checking before making the purchase that the spelling of the name of the traveller matches exactly the spelling in their passport.

3.3 Contacting Al-Bukhari Travel immediately if you do not receive a confirmation by e-mail within a few minutes of booking. As soon as you receive this confirmation by e-mail, you must check that the details are correct. Please notify Al-Bukhari Travel immediately if anything is unclear.

3.4 Checking regularly your e-mail address that you gave us, as all correspondence from us is sent by e-mail.

3.5 Consulting the relevant airline to check which airport terminal you will be departing from.

3.6 Checking visa regulations, travel documents, and documents for the final destination and for any intermediate stops. This is done through the respective country's embassy or high commission, and the airlines that execute the journey.

3.7 Checking what vaccinations you will need before you travel.

3.8 Checking passport rules and how long your passport will be valid for. Some countries require your passport to be valid for at least six months after you return home.

3.9 Checking current check-in times for the entire trip. We recommend that you check in at the airport at least 2 hours before departure for domestic flights, or 3 hours for international flights.

3.10 Checking flight times and any timetable changes for both your outbound and return flights.

### **4 Tickets**

4.1 The e-ticket which Al-Bukhari Travel sends by e-mail to the traveller on completion of the booking is the travel document, and this must be carried on the entire trip. This confirmation contains all the important information, such as the booking reference, flight number and flight times.

4.2 Airline tickets must always be used in sequence, and travellers must complete all legs of their journey. If the traveller does not complete any leg of the journey, the rest of the trip will be cancelled by the airline, and no refund will be issued.

4.3 Tickets with separate booking numbers are always handled as individual trips independent of one another. Al-Bukhari Travel accepts no liability for missed connections or failure to issue refunds for separate tickets in the event of timetable changes, delays or cancelled flights.

#### **5. Flight times**

All flight times specified are local. Next-day arrivals are indicated with "+1" on the timetable. The stated flight times are preliminary and subject to change with short notice. The traveller must therefore stay in line with any updates of the flight schedule themselves. Please note that a flight described in your flight as "direct" will not necessarily be non-stop. All departure/arrival times on your flight ticket 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. We are unable to make any special arrangements for you if you are delayed; these matters are at the sole discretion of the airline concerned.

#### **6. Special Requests & Medical Problems**

If you have any special requests, please advise us at the time of booking. Although we will endeavour to pass any such requests on to the relevant supplier, we regret we cannot guarantee that any request will be met. Failure to meet any special request will not be a breach of contract on our part. If you have any medical problem or disability which may affect your arrangements, you must advise us in writing before the booking, giving full details. If we feel unable to properly accommodate your particular needs, we reserve the right to decline/cancel your booking.

#### **7. Booking of flight tickets**

##### **7.1 Price alterations/technical errors**

Al-Bukhari Travel reserves the right to make changes due to technical errors and price alterations beyond our control. We reserve the right to contact the traveller within 24 hours to make any amendments to bookings made. Al-Bukhari Travel also reserves the right to cancel the reservation in the event of technical problems and price errors which are beyond our control. The traveller will be notified by e-mail in this instance.

##### **7.2 Combination of single tickets (One-way combination)**

In order to obtain special fares when creating certain bookings we either combine two or more one-way fares on different airlines or on the same airline. Even if the stages are booked together, they are treated individually. This means that each stage of your journey is handled separately in the event of cancellations, alterations, traffic disruption such as strikes, and timetable changes. Each airline's own regulations will apply.

##### **7.3 Force Majeure**

Please note that Al-Bukhari Travel is not responsible for any trips cancelled due to civil strife, industrial dispute including air traffic control disputes, environmental disasters, acts of war, strikes or other unusual or unforeseeable circumstances beyond our control or the airline's control. Any amendments provide no entitlement to price reductions, substitute trips, damages or other compensation from Al-Bukhari Travel. We do not reimburse any supplementary arrangements for the trip, such as rail tickets, hotel accommodation, car rental, or visas.

If the change to the timetable results in late arrival at the hotel or car rental company, the traveller must contact the hotel or car rental company personally to let them know.

##### **7.4 Passports, entry visas and transit visas**

7.4.1 The traveller is responsible for ensuring that his/her passport is valid at the time of booking. The traveller is also responsible for ensuring that he/she holds a visa for the final destination and any visas required for countries you may just be transiting through. The traveller is personally responsible for any costs arising due to problems with these formalities. It is important for the traveller to check that his/her passport, entry visas and transit visas meet the requirements of both the countries in question and the airlines. Special provisions relating to booking of return tickets are applicable for travel to certain countries. The traveller is responsible for checking this with the embassy or high commission of the country in question, and with any airlines involved.

7.4.2 An approved entry permit (ESTA) and machine-readable passport are required for all travel to or via the USA.

7.4.3 Your specific passport and visa requirements, and other immigration requirements, are your responsibility. You should confirm these with the consulates at the relevant embassies or High Commissions. Neither the suppliers with which your contract, nor we, accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements. Please note that all names on any booking must be exactly as set out on your passports. It is your responsibility to have valid travel documents.

##### **7.5 Vaccinations**

The traveller is responsible for ensuring that he/she has had full vaccinations, and that other necessary formalities required for travel to the country which the traveller plans to visit have been completed. Any costs in connection with vaccinations will be met by the traveller.

#### **8. Frequent Flyers**

You can add your frequent flyer number at the time of booking. We register the details in the booking, but accept no responsibility for points or bonuses with the applicable airline. Not all flight are eligible to points or bonuses, and such information is always to be requested from the airline.

#### **9. Infants**

Children between the ages of 0 and 2 will travel as infants, and will not be allocated a seat of their own. A child ticket must be booked for the entire trip if the infant reaches the age of 2 before the end of the trip. Infant tickets cannot be booked before birth, as the correct name and date of birth must match those stated in the passport. Al-Bukhari Travel will not reimburse any expenses arising if the wrong type of ticket has been booked.

#### **10. Taxes**

The ticket price shown is inclusive of airport taxes. A departure tax must be paid in cash on departure from some airports. It is the responsibility of the traveller to check this information.

#### **11. Transport and hotel when an airport or date is amended**

Ground transport and overnight accommodation during your trip are not included in the ticket price. The traveller is responsible for checking timetables and prices. This is also applicable in the event of any changes to the airlines' timetables, which are beyond our control.

##### **11.1 Connection time on stopovers**

The times required for connections during stopovers are calculated by the airlines. If a flight segment is delayed in the event of a transit booking, the airlines are obliged to assist the traveller to reach the final destination.

When separate tickets are booked, the airlines bear no responsibility for delays leading to missed connections. Therefore, it is the responsibility of the traveller to check that the connection time is sufficient according to the airlines and the airports. Al-Bukhari Travel will not reimburse any additional costs incurred on account of this.

##### **11.2 Lost/damaged luggage**

Al-Bukhari Travel accepts no liability for lost or damaged luggage. Any problems must be reported immediately to the airline representative at the airport.

##### **11.3 Premium Economy, Business, First Class**

This service may only be purchased at the time of booking. Depending on the airline, the service may sometimes only be offered on certain sections of the journey.

The on-board service available will differ between airlines. For specific information, please refer to each airline's own website. Al-Bukhari Travel cannot be held responsible if an airline changes the type of aircraft or overbooks a cabin class, which may then entail changes to the range of available services or a downgrade. Any complaints must therefore be made directly to the relevant airline.

#### **12. Changing the timetable**

Airlines may alter their timetables and cancel flights at short notice. Such alterations are beyond the control of Al-Bukhari Travel. The traveller is personally responsible for checking the times of the departing and return flights directly via the airlines. Should your flight be cancelled, your rights and remedies will be governed by the airline's conditions of carriage. As a result you may be entitled to:

12.1 Carriage on another flight with the same airline without additional cost, and/or

12.2 Receiving a full refund with the exception of Administration Charges.

If a schedule change occurs to your itinerary prior to our receipt from you of the full price, or prior to the issue of your tickets (on either the outbound or return flight) we will do our best to notify you on behalf of the carrier. Under no circumstances will the Company pay compensation for any alterations, which are as a direct result of circumstances outlined in condition "Force Majeure".

#### **13. Cancellation and rebooking**

##### **13.1 Cancellation**

Your tickets will be issued immediately upon receipt of payment. Restricted tickets cannot subsequently be refunded or amended. Al-Bukhari Travel operates in compliance with the airlines' booking rules, which are normally very restrictive. Flight cancellation should be notified at least 24 to 48 hrs prior to departure. Any notification of cancellation by telephone must also be confirmed in writing or by e-mail within 24 hours by the person who made the original booking. Cancellation will take effect from the day we are notified, provided that written confirmation is received by us within 24 hours of the original notification. Certain tickets are non-changeable and cancellation will incur a 100% cancellation charge.

##### **13.2 Refunds**

13.2.1 There is no automatic right to a refund and, when you return an air ticket to us, we will arrange for it to be presented to the respective airline or consolidator to assess eligibility for a possible refund in accordance with the relevant airline's or consolidator's terms and conditions.

13.2.2 Air tickets returned to us for a refund are subject to an administration charge of £75 per ticket, irrespective of the number of tickets returned. You will be required to pay a per ticket cancellation charge, imposed by the airline or the consolidator pursuant to their terms and conditions.

13.2.3 An administration fee of £75 per ticket will be levied on any non-refundable ticket where a tax refund application is made by us at your request and on your behalf. If the recoverable tax components for your ticket are less than the administration charge, the ticket will be deemed to be fully non-refundable. Refunds will not be paid to you until they have been received by us from the relevant airline or consolidator. In the case of airline ticket refunds, this is normally 10-12 weeks from the point the tickets are submitted for consideration to the airline.

##### **13.3 Rebooking**

If you wish to modify your arrangements after your booking has been made, we will do our best to arrange this provided we can accommodate the change. Any request for changes must be made in writing by the person who made the booking. Al-Bukhari Travel operates in compliance with airline ticket regulations which are usually very restrictive. If Al-Bukhari Travel is to assist the traveller with a rebooking, the traveller is liable for costs arising from rebooking. We will charge an amendment fee of £50.00 per person plus Airline penalties, Tax differences and any other cost we incur in making the alteration. Please note that your rebooking is not valid until you have received written confirmation from Al-Bukhari Travel.

13.4 Scheduled airlines normally treat name changes as a cancellation. Rebooking may incur a 100% cancellation charge in respect of the airfare.

#### **14. Expectant Mothers**

It is not possible to arrange flights for expectant mothers who will be in excess of 28 weeks of pregnancy on their date of return to the UK. Regardless of this, women should consult with their doctor to establish whether it is safe for them to fly.

#### **15. Behaviour**

15.1 You accept responsibility to ensure that you & the members of your party do not behave in a way which causes offence to others or risks any loss or damage to property belonging to others. Payments for any such damage or loss must be made at the time direct to the accommodation owner or manager or other supplier. You indemnify us against any claims (including legal costs) subsequently made against us as a result of your actions. We expect all clients to have consideration for other people.

15.2 If in our reasonable opinion, or in the opinion of any other persons in authority, you are behaving in such a way to cause or to be likely to cause distress, danger or annoyance to any third party or damage to property, we reserve the right to terminate your arrangements without notice. In this situation your total booking with us, including your return transportation arrangements, will immediately cease and we will not be responsible for paying any costs, expenses, refunds or compensation.

#### **16. Insurance**

It is strongly recommended that you have adequate travel insurance for the holiday. You may take the holiday insurance offered by us, or arrange it independently. The insurance cover must include cancellation charges, unexpected curtailment of your holiday, medical and repatriation expenses (including air ambulance), personal accident, delay loss or damage to your personal effects. When arranging insurance from a source other than offered by us, you must provide us with written details of the policy and sign an indemnity form on behalf of yourself and all members of your party absolving us and our overseas agents /representatives, of any liability for any costs that may arise which otherwise would have been met by the insurance claim.

#### **17. Data Protection Policy**

We take full responsibility for ensuring that proper security measures are in place to protect your information. We must pass the information on to the relevant suppliers of your travel arrangements such as airlines, hotels, transport companies, etc. The information may also be provided to security or credit checking companies, public authorities such as customs and immigration if required by them, or as required by law.

#### **18. Complaints and Dispute**

In spite of detailed planning, it is recognised that occasionally problems do occur. If you incur any problems during your trip, it is essential that you bring them to the attention of the supplier and our agent or staff as soon as it occurs to give us a chance to investigate and rectify. In most instances, any necessary remedial action may be taken immediately and your holiday should continue unspoilt. If the problem cannot be rectified, you must contact us, in writing, within seven days of your return. If you do not raise the matter during your trip, this will affect any later claim you may make.

#### **19. Disabled Passengers**

Regretfully, we must point out that some travel destinations are not suitable for the disabled. If you are disabled we suggest you check that the destination you are travelling to will be suitable for your needs.

#### **20. Telephone Calls**

We reserve the right to randomly record telephone calls to ensure that our customer service is constantly reviewed.

#### **21. Law**

21.1 These booking terms and conditions are governed by and shall be construed in accordance with English law. Additionally, your accommodation booking may also be subject to local laws, customs and sensitivities, which may change from time to time.

21.2 The official text of the Civil Aviation (Air Travel Organisers' Licensing) Regulations 2012 (S.I. 1017), and of the Package Travel, Package Holidays and Package Tours Regulations 1992 (S.I. 3288), both as amended, can be found on [www.legislation.gov.uk](http://www.legislation.gov.uk).

#### **Please address any queries in writing to:**

Al-Bukhari Travel 179-181 Bordesley Green, Birmingham, West Midlands, B9 5EX Tel: 0121 773 8234 Fax: 0121 275 6113 E-mail: [info@albukharitravel.co.uk](mailto:info@albukharitravel.co.uk)