

# CLEAR TRAVEL TERMS & CONDITIONS

## Introduction:

Your booking is made on the basis of these terms and conditions. Please read these booking conditions carefully. If there is anything you do not understand or would like to query, please do not hesitate to contact us on +44 (0)161 850 8885 or email us at [reservations@cleartravel.co.uk](mailto:reservations@cleartravel.co.uk)

In these conditions any reference to 'you' or 'your party' refers to all persons named on the booking including any added or substituted at a later date and/or the company you represent. References to 'we' 'us' or 'our' are references to "Clear Travel". When you make a booking you are also accepting and do accept on behalf of your party the terms of these booking conditions. This contract is governed by English Law and we both agree to submit to the exclusive jurisdiction of the English Courts at all times. We reserve the right to alter, adapt or otherwise change these terms and conditions without notice or liability from time to time. Any such variations will be notified to you via our website at [www.cleartravel.co.uk](http://www.cleartravel.co.uk) and are also available from our office.

## Flights:

When arranging scheduled flights, we act as an agent. We will charge you a fee for arranging the flight on your behalf. The ticket for your flight will be issued under the supplier's IATA licence and where relevant, will be covered by that company's ATOL. You will have a contract with our supplier and with your chosen airline(s). Where ATOL applies, you will receive an ATOL receipt. Your contract for a scheduled flight is with the airline, and will be subject to the airline's terms and conditions of carriage, and the airline's cancellation and refund policy.

When you ask us to make a booking for a flight with a low-cost carrier, we do so as your agent and will charge you a fee for our service. We will pass your details to the airline, and the booking will be made between you and the airline, and you will have a contract with that airline and be subject to the terms and conditions of that airline. The details of your flights and the flight reference will be sent to you.

We will pay the airline on your behalf, and the flight costs plus our fee, or any other charges levied by that airline (such as luggage charges and credit card fees), and all taxes, will be charged to you.

## Air inclusive holidays (Flights, Flight-Plus and Packages):

We hold an Air Travel Organiser's Licence issued by the Civil Aviation Authority (CAA) – ATOL Licence Number T7451. When you buy an ATOL protected air inclusive holiday (Flights, Flight-Plus and Packages) from us you will receive a confirmation invoice and an ATOL Certificate confirming your arrangements and your protection under our ATOL or under the ATOL of our third party supplier. In the unlikely event of our insolvency or our supplier, the CAA will ensure that you are not stranded abroad and along with the TTA will arrange to reimburse any money you have paid to us for an advance booking. For further information please visit the ATOL website at the CAA.

If you book arrangements other than a Flight, Flight-Plus or Package holiday with us, such as single unit arrangements not sold in conjunction with Air Travel, your monies are also protected by way of our trust account held by the TTA. ATOL protection does not apply to all holiday and travel services booked with Clear Travel. Please ask us to confirm what protection may apply to your booking.

Further information on ATOL Financial Protection can be found on the next page.



# CLEAR TRAVEL TERMS & CONDITIONS

## Further information on your ATOL Financial Protection:

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 claims 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 maybe re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

## Hotels:

We act for a large number of hotels, and when we book hotel accommodation on your behalf, we do so as your agent, and the contract for the provision of the accommodation will be between you and the chosen hotel. You will therefore be subject to the terms and conditions of that hotel.

Please note that if you cancel a booking you may be liable to pay a cancellation fee. Whether such a fee is due and, if so, the quantum of the fee will be determined wholly by us.

As your contract for accommodation is with the chosen hotel, and we act solely in the capacity of booking agent, we accept no liability for any of the accommodation arrangements, and in particular, to the extent permitted by law, we exclude any liability for any injury, illness, death, inconvenience, or loss of any kind, or for the unavailability of any hotel services. Any claim for damages must be made directly to the hotel.

## Cruises and Tours:

We act for a number of cruise and tour companies, and when we book a cruise and/or tour on your behalf, we do so as your agent, and the contract for the provision of the cruise and/or tour will be between you and the chosen cruise and/or tour company. You will therefore be subject to the terms and conditions of that company.

Please note that if you cancel a booking you may be liable to pay a cancellation fee. Whether such a fee is due and, if so, the quantum of the fee will be determined wholly by the cruise and/or tour company.

As your contract for your cruise and/or tour is with the chosen company, and we act solely in the capacity of booking agent, we accept no liability for any of the cruise and/or tour arrangements, and in particular, to the extent permitted by law, we exclude any liability for any injury, illness, death, inconvenience, or loss of any kind, or for the unavailability of any cruise and/or tour services. Any claim for damages must be made directly to the cruise and/or tour company.



# CLEAR TRAVEL TERMS & CONDITIONS

## **Train and Attraction Tickets:**

When you ask us to make a booking for a train journey and/or attraction tickets, we do so as your agent, and will charge you a fee for our service. We will pass your details to the supplier, and the booking will be made between you and the train/attraction operator, and you will have a contract with that operator, and be subject to the terms and conditions of that operator. The details of your journey, your ticket, and any restrictions on the use of your ticket, and any reference number, will be sent to you.

Please note that if you cancel a booking you may be liable to pay a cancellation fee. Whether such a fee is due and, if so, the quantum of the fee will be determined wholly by the train/attraction company. We will pay the train/attraction operator on your behalf, and the costs plus our fee, and any other charges levied by that operator (such as credit card fees), and any taxes, will be charged to you.

As your contract for your train/attraction tickets is with the chosen company, and we act solely in the capacity of booking agent, we accept no liability for any of the arrangements, and in particular, to the extent permitted by law, we exclude any liability for any injury, illness, death, inconvenience, or loss of any kind, or for the unavailability of any train and/or attraction services. Any claim for damages must be made directly to the train and/or attraction company

## **Car Hire:**

We act for a number of car hire companies, and when we book car hire on your behalf, we do so as your agent, and the contract for the provision of the car hire will be between you and the chosen car hire company. You will therefore be subject to the terms and conditions of that company.

Please note that if you cancel a booking you may be liable to pay a cancellation fee. Whether such a fee is due and, if so, the quantum of the fee will be determined wholly by the car hire company.

As your contract for car hire is with the chosen car hire company, and we act solely in the capacity of booking agent, we accept no liability for any of the car hire arrangements, and in particular, to the extent permitted by law, we exclude any liability for any injury, illness, death, inconvenience, or loss of any kind, or for the unavailability of any car hire services. Any claim for damages must be made directly to the car hire company.

## **Payment, Tickets and Deliveries:**

We accept payment by means of Visa, MasterCard and American Express credit cards, Maestro and Visa Electron debit cards, cheque, BACS or Standing Order. A 2% surcharge is levied on credit and charge card payments a rate which may be amended from time to time (American Express surcharge is 3.6%). Cheques should be made payable to Clear Travel Ltd Trust Account. Corporate Clients may also apply for a credit facility. Please note all deposits are 100% non-refundable.

For clients without credit facilities, once we have received payment your travel documents will be forwarded to you within 24 hours. For clients with credit facilities, tickets will be issued immediately along with an invoice. Please note all documentation will be sent to your business or home address unless you request otherwise.

In the event of late bookings it may be necessary for your travel documents to be sent to you by special delivery or issued on departure where no electronic ticket facilities are available. This is usually the case for bookings made within 3 working days of your departure date. In these circumstances, we will advise of the most suitable way of forwarding your documentation to you, but can accept no responsibility for failure of your travel documentation to reach you in time. Please be aware that extra charges are made to you by us, and sometimes also by our suppliers (e.g. airlines), for special delivery, courier and ticket on departure services.



# CLEAR TRAVEL TERMS & CONDITIONS

## Price:

Price Guarantee: You will be quoted a fare including taxes for your selected itinerary at the time of booking and advised of any special conditions including the date by which the booking must be confirmed to obtain this price. Instant Purchase fares cannot be held and therefore the price cannot be guaranteed until booking confirmation at which time the booking will be re-priced and you will be advised accordingly. Only on confirmation of your acceptance of the booking and once all travel documentation has been issued will the invoice price of your fare be guaranteed. If you confirm your booking later than the advised date your fare will be re-priced and you will be advised accordingly. Should any of the additional government or travel provider taxes and/or charges change after ticketing Clear Travel will advise you as soon as possible of any extra payment required.

## Credit Facilities:

You may make an application for a credit facility with us using the form available via email. We will assess your application and may seek references from third parties including credit reference agencies. We will inform you of our decision in writing including any special conditions we may require you to accept. No reservations can be made on account until we have agreed in writing to you your credit facility and you have accepted in writing any special conditions we require. In any case we reserve the right to decline any credit facility application without explanation.

Maintenance of any credit facility with us is conditional upon your acceptance and strict adherence to the following rules:

- Each booking you make is invoiced separately at the time you confirm your booking.
- All invoices must be paid within 7 days of issue.
- All payments are to be made by cheque, credit card/switch, cash, BACS or standing order.

Refunds for travel services (where available and subject to the conditions of your booking) that are cancelled or not used will only be issued in the form of a credit note as soon as the full amount due has been refunded to us by the relevant supplier (airline, hotelier, etc). As we must still honour supplier payments whilst they process any available refund application, our invoice to you must be paid in accordance with these terms and conditions whilst we wait for the refund from the supplier. Please be aware that sometimes refunds are not available.

If you do not pay the full amount due on your credit facility account within the timeframe detailed above, we reserve the right to take all necessary steps, including any or all of the following actions, until we receive the full amount owed to us:

- Charge interest on the overdue amount at 0.07% per day.
- Suspend payment of further bookings using your credit facility.
- Suspend all further bookings for you.
- Refer your account to a third party for collection, upon which you will be liable for all costs, fees & expenses we incur in doing this.

At all times we reserve the right to withdraw any credit facility you may have, in which case all monies owed become immediately payable.



# CLEAR TRAVEL TERMS & CONDITIONS

## Changes Made by You:

If, after your travel documentation and our confirmation invoice has been issued, you wish to alter your travel arrangements in any way we will do our best to help, but it may not always be possible. An amendment fee of £70 per person will be charged in addition to any charges passed on by our suppliers (eg. airlines, hotels, etc). All changes are subject to the booking conditions of the supplier for that particular booking, which are available to you upon request at the time of booking. Please note some bookings are not changeable. Please ask for detailed booking conditions if you are concerned about the possibility of needing to change your booking. Please be aware that these costs normally increase the closer changes are made to the departure date and that certain travel arrangements (e.g. Advance Purchase Tickets) cannot be changed at all after confirmation.

## Cancellation by You:

You, or any of your party may cancel your travel arrangements at any time. Written notification from the lead person on the booking must be received at our offices. Since we incur costs in cancelling your travel arrangements you will be required to pay the applicable cancellation charges shown below in addition to any charges passed on by our suppliers (eg. airlines, hotels, etc) and also in addition to any booking fee originally levied by Clear Travel. All refunds are subject to the booking conditions of the supplier for that particular booking, which are available to you upon request at the time of booking. Please note that some bookings are not refundable. Please ask for detailed booking conditions if you are concerned about the risk of cancellation.

If the reason for your cancellation is covered under the terms of any insurance policy you hold, you may be able to reclaim these charges.

## Changes Made by Us:

Clear Travel Ltd has no control over changes to reservations made by our suppliers and unfortunately airlines reserve the right to make schedule changes or to cancel services they operate. In such instances, we will use our reasonable endeavours to minimise impact on your travel plans but we can accept no liability for any schedule changes or cancellations made by the airline.

It is extremely unlikely we will have to make changes to your travel arrangements. Regrettably amendments may sometimes be necessary and errors occasionally occur. Upon receipt of your travel documents please check the details of the travel arrangements Clear Travel has made for you and notify us immediately of any errors. We reserve the right to make changes or correct errors at any time both before and after our confirmation. The vast majority of these changes will be minor and we will do our best to try to advise you of these before you depart if there is time. Flight timings, aircraft types and operators advertised may be subject to change for operational reasons and these are deemed to be minor changes. Your flight is subject to international conventions and the airlines conditions of carriage. Clear Travel accepts no liability for any change or amendment subject to international convention or general conditions of carriage.

A major change involves change of scheduled UK airport or destination airport (except where the change is between 2 airports serving the same destination) or change of scheduled departure time by more than 12 hours. In these circumstances you have the following options:

- Accept the altered travel arrangements.
- Accept alternative travel arrangements we may be able to offer.
- Cancel your travel arrangements with us without charge.

Our liability in all cases involving a major change or cancellation is limited to the options set out above and is subject to the conditions of the supplier who has made the change.



# CLEAR TRAVEL TERMS & CONDITIONS

## **Cancellations by Us:**

It is extremely unlikely we have to cancel your travel arrangements, however we reserve the right to do so in any circumstances. Examples of instances where this may be necessary include Force Majeure; if you have not paid the final balance; or if the minimum number of clients required for a particular travel arrangement is not reached. If we are unable to provide the booked travel arrangements and we have received payment for the booking, you can either have a refund of all monies paid or accept an offer of alternative travel arrangements of comparable standard from us, if available.

## **If You have a Complaint:**

If you have a problem during your travel programme, we strongly advise you to bring it to the attention of the relevant supplier (e.g. hotelier, airline) as soon as possible and complete any official complaint report/documentation they may have available. (If you fail to do so it may jeopardise your rights to make a claim afterwards). Most complaints however, can be resolved quickly and efficiently by speaking to the relevant supplier at the time. If you are unable to resolve your complaint locally, please do let us know in writing within 28 days of your return either by writing to our Customer Services Manager at Clear Travel Ltd, Hollinwood Business Centre, Albert Street, Oldham, Lancashire, OL8 3QL or by email to [feedback@cleartravel.co.uk](mailto:feedback@cleartravel.co.uk). Please include your booking reference, a copy of any complaint report/document you have completed and all other relevant information.

## **Travel Insurance:**

Please ensure you have adequate travel insurance for your trip. Clear Travel will under no circumstances be liable for any personal injuries or losses suffered by you which are not directly as a result of any act and/or omission by Clear Travel Ltd in making your travel arrangements. To the extent permitted by law, Clear Travel Ltd excludes all liability for loss of profit, indirect or consequential loss however occasioned.

## **Passports, Visa & Health:**

Please ensure you have a valid passport and all necessary visas for all destinations involved in your trip, including any flight stopovers. Clear Travel Ltd will supply upon request the most up to date information available to us about the passport and visa requirements for your trip, but can accept no responsibility for their accuracy or completeness at the time you travel nor liability for any losses or inconvenience you may suffer by your not having the necessary documents.

It is essential if you do not hold a British Citizens passport but you hold another type of British passport that you check with the relevant Embassy of the country you are intending to visit as to visa requirements. If you hold a non-British passport then you must also check with your own Embassy as well as the Embassies of the countries you intend visiting including any flight stopover that you have the correct visas.

Please ensure you have checked the various health requirements for the destinations you are visiting and have received the relevant inoculations.

## **Conditions of Carriage:**

When you travel with a carrier, the conditions of carriage of that carrier will apply, some of which may limit liability. The conditions of carriage of that carrier are incorporated into this contract. You may ask for copies of the relevant conditions of carriage from our offices. Please note that in accordance with Air Navigation Orders in order to qualify for infant status an infant must be under 2 years of age on the date of the return flight.

Where airline policy allows, Clear Travel is happy to request pre-allocated seating and other special service requests. We are also happy to make any special requests in respect of your hotel accommodation. Please note however that unless specifically confirmed by Clear Travel all such requests will never be guaranteed and form no part of your contract with Clear Travel.



# CLEAR TRAVEL TERMS & CONDITIONS

## **Our Data Protection Policy:**

To process your booking and ensure that your travel arrangements run smoothly and to your requirements we need to use the information you provide such as name, address, any special needs, etc. We must pass the information to the relevant suppliers of your travel arrangements such as airlines, hotels, etc.

We take full responsibility for ensuring that proper security measures are in place to protect your information. The information may also be provided to security or credit checking companies, public authorities such as customs/immigration if required by them or as required by law.

Additionally, where your travel is outside the European Economic Area (EEA), controls on data protection may not be as strong as the legal requirements in this country. We will not however pass information onto any person not responsible for part of your travel arrangements. In making this booking, you consent to this information being passed onto the relevant persons. Travel principals may pass your information onto their suppliers and use it subject to their policy, both in respect of your booking and any future marketing, and is their responsibility. Please ask them for a copy of this if you would like to see it.

You are entitled to a copy of your information held by us. If you would like to see this please contact us. We will hold your information where collected by us during the course of any contact with you and unless otherwise instructed by you, may use it to inform you of information and offers in the future. We may also share it with selected third parties for similar purposes again unless you instruct us not to.

## **Our Cookie Policy:**

We do not record any personal information in cookies on our website. We do not use cookies to store any personal information that could be used for direct marketing purposes or for financial gain. We track our website user's behaviour via Google Analytics, which uses cookies. Google Analytics records page visits anonymously. We do not pass on any data stored in cookies to any third party website, other than the anonymous cookie data passed to Google Analytics.

A cookie is a small file of letters and numbers that we put on your computer and is stored by the browser. These cookies allow us to distinguish you from other users of our website and to identify you when you return to or log on to our website. This helps us to provide you with a much better experience when you browse our website and also allows us to improve our site.

