

# Terms Conditions

## TERMS

This website located at OneCall Travels is owned and operated by OneCall Travels Pvt. Ltd.

**If you do not agree to be bound by and comply with these terms of use, please do not access or use this site.**

References in these terms of use to "you", "your" or "yours" are to be taken as references to the site user and the user's company, except where stated or where the context requires otherwise. References to "us" or "we" are to be taken as references to OneCall Travels .

### **1. LIMITS ON USE :**

You may not use this site or the services offered on or through it for personal gain and you may not sell or provide to any third party, or otherwise profit from, any services or information (nor any modification, adaptation or analysis of them) available on or through this site.

### **2. SECURITY :**

We reserve the right from time to time to: (a) alter and/or introduce new and/or additional security measures without notice; (b) temporarily withdraw and/or limit the availability of this site to any individual(s); and (c) do anything else that we believe necessary to preserve the security and integrity of this site and the information held in this site's databases.

### **3. ACCURACY & SITE CONTENT :**

We use reasonable skill and care in compiling the information accessible on and through this site. However, certain information may have been compiled and/or provided to us by a third party who is not a member of our network. OneCall Travels does not accept responsibility for the accuracy of any information which

is obtained from any such third party. Furthermore, errors and omissions in the information accessible on and through this site may occur because of a number of factors which are inherent in any internet-related system and which are not within our reasonable control. For example, information may be affected by machine, software or operator error, or malfunctions in connection with data transmission. In view of this, the information is provided "as is" and you should always attempt to verify the accuracy of any information obtained from this site before relying upon it. This is a dynamic site and as a result, the content and look and feel may change from time to time without prior notice.

#### **4. LIMITED LICENCE & OWNERSHIP :**

You are granted a limited licence to download the materials contained on this site to a personal computer, and to print a hard copy of such materials, solely for your personal, non-commercial use, provided that all copyright, trade mark and other proprietary notices are left intact.

Save as expressly and specifically permitted in these terms of use, all translation, re-transmission, distribution or other use of the materials contained on this site and in its databases on any other internet site or other media is strictly prohibited. You are also prohibited from: (a) framing this site or any part of it on any other site; or (b) mirroring this site on another server; or (c) using automated screen capture or screen scraping technologies to obtain information of any sort from this site.

**The grant of this limited licence is conditional upon your agreement to and compliance with all of these terms of use.**

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All copyright and all other intellectual property and proprietary rights of any sort relating in any way to this site (including, but not limited to, those relating to its content, branding and the services, software and any other materials made available on and through it) which are not granted to you in accordance with these terms of use are hereby expressly reserved to OneCall Travels or, in the

case of any other brands, names and logos featured on this site, their respective owners

## **5. PRIVACY POLICY :**

When you visit this site we will collect data that will personally identify you ("User Data") e.g. when you use the site's "contact us" facilities.

We will only use the User Data to: (a) contact you and provide you with information (as requested); and (b) deal with any other matters arising as a result of that contact.

Subject to the provisions of applicable law and for a small fee you may obtain copy(ies) of the User Data (if any) we hold about you by contacting us via the site's "contact us" facility.

Additionally, if you wish to delete, deactivate or amend the User Data, or find out what User Data (if any) we are holding about you, please contact us via the site's "contact us" facility. We will not sell the User Data to anyone, but, for the avoidance of doubt, the User Data may be transferred to a future purchaser of OneCall Travels, all or part of the OneCall Travels Group of companies and/or all or some of its assets.

We will not disclose the User Data outside the OneCall Travels except as necessary to deal with matters arising from your use of the site and your contact(s) with us, or in the unlikely event that we believe in good faith that we are required to do so: (a) by court order or other legal/regulatory requirement; or (b) in order to protect our rights/property or those of our clients and/or their employees.

This site does not utilise cookies.

### **Your Consent:**

by using this site you consent to OneCall Travels, processing and transferring (both inside and outside the EEA) the User Data as necessary for us to provide you with and enable you to use the site and for the purposes referred to above.

## **6. LINKS :**

Where this site contains links to third party sites you should be aware that we may not control the sites reached through those links. We are not responsible for the content or privacy practices of sites which we do not control.

The existence of a link on this site does not imply any endorsement or approval of any goods, services, opinions or other material(s) of any sort made available on or through sites which we do not control, nor do we take any responsibility for the opinions of third parties (if any) expressed on or through this site.

## **7. DISCLAIMER AND LIMITATION OF LIABILITY**

(a) Except as may be set out in these terms of use, this site, its content, and any use you choose to make of it, are provided and permitted without any representations or warranties of any kind, whether express or implied, and we disclaim all such representations and warranties so far as permitted by law. We do not warrant that information contained on or accessed through this site is adequate, complete, accurate or up-to-date, nor do we warrant that the site (or any part of it) will always be accessible, fully functional or free from errors and viruses. Accordingly, you agree that the only remedy available to you for breach of these terms of use shall be for our breach of contract under these terms of use.

(b) Subject to paragraph (d) below, but otherwise so far as permitted by law, we exclude and are not liable for all loss, damage(s) and liability (whether or not caused by our negligence) for all wasted time, all loss/corruption of data, all loss of profits, opportunities, and goodwill, and all indirect, consequential and punitive loss or damage(s) arising from or in relation to use of this site and/or the information on it or any services provided through it, howsoever arising, whether in contract, tort (including negligence), statute or otherwise, and even if it was reasonably foreseeable or we have been made aware of the possibility of such loss/damage(s)/liability.

(c) Subject to paragraph (d) below, but otherwise so far as permitted by law, our total aggregate liability hereunder in respect of direct loss and damage and other direct liability, howsoever arising, whether in contract, tort (including negligence), statute or otherwise shall be limited per claim or series of related claims, to £100.

(d) Nothing in these terms of use shall limit our liability for:

- (i) loss or damage for death or personal injury caused by our negligence; or
  - (ii) for any fraudulent misrepresentation made by us or those under our control.
- (e) If you are using this site as a consumer then nothing in these terms of use shall in any way limit your statutory rights.

## **8. SEVERABILITY :**

If one or more of the provisions of these terms of use are at any time found to be invalid by a court, tribunal or other forum of competent jurisdiction, or otherwise rendered unenforceable, that decision shall not invalidate or void the remainder of these terms of use. These terms of use shall be deemed amended by modifying or severing such provisions as necessary to render them valid, legal and enforceable while preserving their intent, or if that is not possible, by substituting another provision that is valid, legal and enforceable which materially gives effect to their intent. Any invalid or unenforceable provision or provisions shall be severable from these terms of use so that the validity or enforceability of their remaining provisions, or the validity of the provision(s) in question in any other jurisdiction shall not be affected.

## **9. ENTIRE AGREEMENT :**

These terms of use supersede all prior agreements, arrangements and statements (except for those for which liability is not excluded) between us with respect to your use of this site and constitute the entire agreement between us relating to the same.

## **10. CHANGE OF TERMS OF USE :**

We may alter, adapt or otherwise change these terms of use from time to time (for security, legal or regulatory reasons, or to reflect updates or changes to the services or functionality of the site) without prior notice. Your continued use of this site will constitute acceptance of those amended terms of use and you should review them before making any further use of this site.

## **11. ABOUT US :**

This site is made available to you by OneCall Travels Plc (Regd Branch Office: 14 Church St, Wolverton, Milton Keynes MK12 5JN, UK and is © OneCall Travels All rights reserved.

Our normal hours of business are 0900 to 1800 weekdays excluding Bank Holidays

You can contact us by writing to us at the above address or by using the 'contact us' facility on this site.

## **12. MISCELLANEOUS :**

These terms of use shall not constitute or be deemed to constitute a partnership, joint venture or contract of employment between you and us.

You may not assign, sub-license, sub-contract or otherwise transfer or deal in any of your rights or obligations under these terms of use without our prior written consent.

Headings in these terms of use are for convenience only and are not to be taken into account when construing these terms of use.

## **13. TERMINATION :**

We reserve the right to block your access to this site immediately and without notice if, in good faith, we believe that you have failed to comply with any of these terms of use.

## **14. RIGHTS OF THIRD PARTIES :**

No one other than you and us will have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these terms of use, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description. For the avoidance of doubt, nothing in this clause shall affect the rights of any permitted assignee or transferee.

## **15. GOVERNING LAW :**

Use of this site and the Service is governed by English law, and you irrevocably agree to submit any claim or dispute arising in relation to, out of, or in connection with this site (and any use you make of it or the Service and/or opportunities offered through it) to the non-exclusive jurisdiction of the English courts.

## **16. Process Flow of Website:**

Booking flights and hotels through Fightcatchers.com helps you to save your hard earned money and valuable time. All it takes is-

- STEP 1: Search.
- STEP 2: Choose.
- STEP 3: Pay.

## **CONDITIONS A**

Apply to all bookings covered by ATOL NO. 5311 as shown on our website..

### **1. Reserving Your Holiday :**

On receipt of your request and deposit we will confirm your booking and from that point cancellation charges will apply, and send you a confirmation with details of your arrangements. Please note that a telephone booking confirmation is as firmly confirmed as if it were made/confirmed in writing at that time.

### **2. Price Guarantee :**

Charter Flight Arrangements: The price shown on this confirmation invoice will not be subject to any surcharges. Scheduled Flight Arrangements: As scheduled airlines reserve the right to increase prices at any time the price shown on this confirmation invoice will ONLY be guaranteed full payment is received. The payment of a deposit does not guarantee your seat, not the price. Government Action: Our price Guarantee cannot cover increase due to direct government action. E.g. the imposition of VAT or passenger Levy or fuel Surcharges.

### **3. Minor Changes to your Holiday :**

If we are obliged to make any minor change in the arrangements for your holiday we will inform you as soon as possible.

#### **4. Major Changes To Your Arrangements :**

If before you depart we have to make any major change to your holiday arrangements e.g. change of departure time more than 12 hours. Change of airport (but excluding changes between airports between airports in the London Region, aircraft type or airline) it will only be because we are forced to do so by circumstances beyond our control. In such an unlikely event, we will inform you immediately and our objective will be to minimise your inconvenience. We will whenever possible offer you alternative arrangements as close as possible to your original choice. You will then have a choice of accepting, taking another available holiday of similar price or cancelling. Should you choose to cancel you will be reimbursed all monies paid to us.

#### **5. Group Holidays :**

Some of our holidays are based on minimum number of participants and in the unlikely event that these numbers are not reached we reserve the right to cancel the tour and refund all payment made. Prices are subject to increase if the group size is reduced.

#### **6. Flights :**

Details of airlines flight numbers/schedules and destination airport will be shown on your invoice/confirmation. We regret we are unable to guarantee specific aircraft types or airline.

#### **7. Insurance :**

The Company strongly recommends that the Client take out adequate insurance. The client is herewith recommended to read the terms of any insurance effected to satisfy themselves as to the fitness of cover. The Company will be pleased to quote you for insurance. Should insurance be declined you will be asked to sign our indemnity form.



## **8. Making a Booking :**

The person making the booking becomes responsible to the Company for the payment of the total prices of the arrangements for all passengers shown on the invoice.

## **9. Deposit :**

No booking will be confirmed unless the required deposit has been received by The Company.

## **10. Changing Your Arrangements :**

If you wish to change any item - other than increasing the number of persons in your party - and providing. We can accommodate the change; you will have to pay an Amendment Fee per person. These fees can vary greatly and will be advised at the time changes are made. Changes must be confirmed to us in writing. From time to time we are required to collect additional taxes. You will be informed of any additional taxes prior to ticket issue.

## **11. Cancellation :**

Should you or any member of your party be forced to cancel your holiday, we must be notified in writing by the person who made the booking and who is therefore responsible for the payment of cancellation charges. Cancellation charges are calculated from the date we receive the written notice of cancellation.

Amount of cancellation charges (shown as a % total holiday cost)

More than 42 days - Deposit

29-42 days - 50%

15-28 days - 70%

8-14 days - 90%

1-4 days - 100%

**After ticket issue :** Cancellation will result in loss of 100% of total cost of all travel arrangements in most cases. Please consult your reservation adviser. Charter flights carry 100% cancellation fee both before and after ticket issue.

## **12. Cancellation of an Insurance Policy :**

Financial products including insurance sold by distance means are subject to a 14 day cooling off period (this is 30 days in the case of life insurance and personal pensions). This 14 day cooling off period also covers situations wherein you bought a financial product from an intermediary or a broker, even if it was discussed and signed face to face. The insurer or broker must refund any monies paid by you within 30 days, although they have the right to deduct a reasonable admin charge (Our Cancellation charge after the 14 days cooling off period is £25.00 per person insured) and a sum proportionate to the number of days cover you had, irrespective of the terms and conditions of the Insurance Issuing Company.

## **13. Legal jurisdiction :**

We accept the jurisdiction of the courts in part of the UK in which the client is domiciled. For the client not domiciled in the UK the courts of England shall have sole jurisdiction.

## **14. Your 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 may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

## **CONDITIONS B**

Apply to all bookings covered by ATOL No. 5311 as shown in our website.

Please read the following terms and conditions carefully as they apply to all bookings made. No variations shall be valid unless agreed and confirmed in writing by a Director of The Company. A verbal variation will not be valid.

The Company act as agents only in transactions relating to flight, car hire accommodation, package holidays etc. and book those for you (the Client) on behalf of the Supplier or Operator (the Principal). The Company are not the Principal and do not act as the Principal nor shall they be constructed as being such by inference or otherwise. This confirmation does not constitute a contract. Your contract is with the Principal named overleaf. The Company are not liable for the principal actions, failures or omissions.

No booking will be confirmed unless the required deposit has been received by The Company. Principals reserve the right to increase prices up to the date on which they receive the balance. Payment of a deposit guarantees your seat, not the price. Bookings made will be immediately subject to the principal's terms and conditions and The Company have no authority to vary them in the client's favour.

All amendments / cancellations will incur charges.

Please note that a telephone booking confirmation is as firmly confirmed as if it were made/confirmed in writing at that time. The Company will attempt to fulfill Clients requirements to its best abilities and in the event of complaint, will pass such complaints to the principal concerned on the Client's behalf. As agents only, The Company will not be able to commit the principal as to their correct course of actions. The Company strongly recommends that the Client takes out adequate insurance whether or not it is Principal's conditions of booking. The Client is herewith recommended to read the terms of any insurance affected to satisfy themselves as to fitness of cover. The Company will be pleased to quote you for insurance. Should insurance be declined you will be asked to sign our indemnity form.

## **CONDITIONS APPLYING TO A AND B**

Please remember that the person making the booking accept all the booking conditions and is liable for any amendments fees, late fees or cancellation charges that arise on behalf of all the passengers in their party. In addition they are also responsible for checking this and all future documentation and for advising us immediately if anything is missing or is incorrect. The details overleaf are given in good faith based on information from the principal at the time of booking. Should it transpire that any of these details offer you will be advised immediately..

### **Payment :**

you must pay the balance by the due date shown on the confirmation. Please note that for some telephone bookings full payment may be required IMMEDIATELY i.e. before you receive confirmation. If this applies you will be advised when the booking is made. It is very important that you pay balances when due because failure to do so may lead to cancellation of your holiday and still leaves you liable for the cancellation charges. Where an extra "booking charges" applies this will have been advised at the time of booking. All credit card bookings are subject to 2% surcharge on Visa and Master Card and 3% on American Express. However where cancellation can be avoided with the payment fee £20 will be applied to your balance.

## **Passport, Visas and Health Requirements :**

You are responsible for checking all these items

### **Passport and Visa :**

You must consult the relevant Embassy or Consulate for this information. Requirements may change and you should check for up-to-date position in good time before departure. We regret we can accept no liability if you are refused entry onto the flight or into any country due to failure on your part to carry the correct passport, visa or other documents required by any airline, authority or country. Health: Recommendations inoculations for travel may change at any time and you should consult your doctor on current recommendations before you depart. Health Requirements for your holiday destination are outlined in the department of health leaflet entitled "The Traveller's Guide to Health" (T4), Which is available by calling 0800 555 777. It is your responsibility to ensure that you obtain all recommended medication and follow all medical advice in relation to your trip.

### **Special Request And Medical Problems :**

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

### **Behavior :**

When you book with us, you accept responsibility for any damage or loss caused by you or any member of your party. Proper payment for any such damage or loss must be made at the time direct to the accommodation owner or manager or the supplier. If you fail to do so you must indemnify us against any claims (including any legal costs) subsequently made against us as result of your actions. We expect all clients to have consideration for other people. If in our

opinion or in the opinion of any other person in authority you are behaving in such a way as 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 towards you (including any return transport arrangements) will immediately cease and we will not be responsible for meeting any costs or expenses you may incur as a result, making any refund or paying compensation.

### **Force Majeure :**

We accept no responsibility for and not shall be liable in respect of any loss or damage or alterations, delays or changes arising from unusual and unforeseeable circumstances beyond our control, such as war, riot, civil strife, industrial dispute including air traffic control disputes, terrorist activity, natural or nuclear disaster, fire or adverse weather conditions, technical problems with transport, closure of congestion of airports or ports, cancellation of schedules by scheduled airlines. You can check the current position on any country by telephoning the Foreign and Commonwealth Office's Travel Advice Unit on 0207 238 4503 or [www.fco.gov.uk](http://www.fco.gov.uk).

### **Reconfirming Return/Onward Flight :**

You will need to reconfirm your booking outbound and inbound at least 72 hours before your departure. The Company will not be liable for any additional costs due to your failure to reconfirm flights or any schedule changes.

### **Documents Dispatch :**

The address for all documentation will be given at the time of bookings. Documents will normally be dispatched 7 days before departure. N.B. For bookings made within 14 days of departure it may be necessary for you to collect your tickets at the airport. Any other voucher will be posted/faxed to you direct. For additional security scheduled airlines tickets are usually sent by Recorded Delivery and in this event it is your responsibility to ensure receipts/collection. LATE BOOKINGS may also require Registered/Courier delivery of documents in which case the appropriate charges will have been advised at the time of booking.