

## **Eagle Travel Terms & Conditions, Site Information, Booking Conditions and Procedure:**

This website functions under the trading name Eagle Travel, the holding company for Eagle Travel is Regencyway Ltd. It is your responsibility to read the terms and conditions below carefully before using this website and you must consent to these terms and conditions entirely if you use this website, and if you are not in agreement with any part of these terms and conditions then you may not use this website in any way.

This website is intended for use only by users who access it from the European Union only. The information and prices on this website only apply to users who make a booking from the European Union. We are a company operating in England and Wales and our business and the services we offer are governed by English Law. No warranties and/or representations of any kind, express or implied, are given as to the compliance of the information shown on this website or the services we offer with any laws of any other country, and the laws of other countries will not apply to this website or to the services we offer.

Access to this website is conditional on your agreement that all information contained in it and all matters that occur between you and Eagle Travel will be governed by English law. It is also conditional on your agreement that any dispute that arises between you and Eagle Travel will be subject to the exclusive jurisdiction of the Courts of England and Wales.

We reserve the right to withhold access to any party to this website at any time without notice.

This website is to be used by members of the public only to make travel bookings. We will not accept bookings made by travel agents or other agents acting at the behest of members of the public. Any bookings made in contravention to this rule will be cancelled and a refund given in accordance to our cancellation policy. We also reserve the right to deduct an administration fee of £100 pounds per booking from any such refund.

### **Your obligations in using this website:**

1. You accept financial responsibility for all transactions made under your name or account;
2. You must be 18 years of age or over and have legal capacity;
3. You warrant that all information you provide about yourself and about anyone else shall be true and accurate to the best of your knowledge. You accept full responsibility for

misspelling or incorrect information supplied by you. There will be an administrative charge for correction in addition to any charge levied by the airline.

4. This website must not be used for speculative, false or fraudulent bookings. Such activity will trigger a report to the relevant authorities

5. The transmission of violent, defamatory, pornographic, political or racist material, or any material that is otherwise unlawful or offensive via this website is entirely prohibited;

6. This website and any of its content may not be edited, copied, distributed, sold, displayed, licensed or reproduced in any way by you except that one copy of the information contained within the website may be kept by you for personal, non-commercial use.

### **Booking Conditions and Site Information**

All bookings made on this website are subject to the relevant supplier's booking conditions as well as the website conditions. We recommend that you print a copy of the applicable booking conditions when making a booking. Booking conditions contain limitations and exclusions of liability, and after confirmation, cancellation and alteration charges are applicable if a booking is cancelled or altered. Please read the cancellation policy below.

No warranties, promises or representations of any kind, express or implied, are given as to the accuracy of any of the information on this website or as to the nature, standard, suitability or otherwise of any services offered by us or on our behalf. We shall not be liable for any loss or damage of whatever nature (indirect, direct, consequential or other) that may occur as a result, directly or indirectly, from the use of any of the information or material contained on this website and/or the use of or access to any other information or material via web links from this website, or any inability to access this website. These exclusions of liability apply only to the extent permitted by law and, except for information or material accessed via other sites or supplied by an identified third party, where consistent with the applicable booking conditions. If any of these exclusions, in whole or in part, are found to be unlawful, void or unenforceable for any other reasons, that exclusion or part of the exclusion shall be deemed severable and shall not affect the validity or enforceability of the other exclusion(s) or part(s) of the exclusion(s) in question.

Eagle travel may change any aspect of this website or its content, including the availability of any suppliers, features, information, or other content, at any time without notice. The information and prices on this website are not 'live' and are updated from time to time. Every effort is made to ensure the accuracy of all information and prices but, regrettably,

errors do occasionally occur. Where a price is obviously incorrect due to a system error or otherwise, we shall not be bound by such a price. The prices and any discounts shown on this website are applicable to the Eagle Travel website only and may vary from the prices offered for the same packages by the Eagle travel business offices and telephone service.

The holidays, flights, cruises, excursions and prices you may have seen on our website or e-mail, are not live. Although prices and availability are updated very regularly, Holiday packages, accommodation, flights, cruises and excursions are all subject to availability and prices may change at any time. When you make a search on our website for a specific holiday package, accommodation, flight, cruise or excursion, our website will then check the live availability and price with the tour operator/cruise operator/airline, therefore please allow for changes to occur before your final price is confirmed. Credit card charges may apply. Homepage pricing includes all applicable online discounts.

Selected tour operators & airlines may apply fuel supplements and other surcharges to the price of holidays and travel arrangements due to increases in costs. Where applicable, these additional charges are included in our advertised prices but will be shown separately on your holiday price summary

This website is provided on an 'as is' and 'as available' basis. We do not accept any liability in respect of your inability to access or use this website at any time or for any interruption in that access or use, or for any failure to complete any transaction. We do not warrant that this website is free from computer viruses or other properties that may cause loss or damage.

### **Booking & Payment**

**Your Contract:** When you make a booking you agree that you have the authority to accept and do accept these booking conditions on behalf of yourself and your party. A contract will exist on our accepting any monies from you towards the booking or upon the issue of our Confirmation/Invoice, whichever comes first. These conditions, in addition to the information set out in our telephone, email and website form the entire agreement between Eagle Travel and yourselves.

**Your Financial Protection:** The Package Travel, Package Holidays and Package Tours Regulations 1992 require us to provide security for the monies that you pay for the package holidays booked from this website, email and telephone and for your repatriation in the event of our insolvency. We provide this security by way of an Air Travel Organiser's Licence (ATOL) No 3774 administered by the Civil Aviation Authority. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund

any money you paid to us for an advance booking. For further information visit ATOL website at [www.atol.org.uk](http://www.atol.org.uk)

**Credit Card Fraud Contingency:** Please make sure that you have supplied us with the correct credit card billing information. If you do not supply the correct credit or debit card billing address and/or cardholder information, the issue of your booking may be delayed and the overall cost may increase. If fraudulent activity is detected we will inform the authorities as depicted in English law. We reserve the right to cancel your holiday booking after issue if payment is declined or if you have supplied incorrect credit card information.

In addition, we also reserve the right to do random checks (including the electoral roll) in order to minimise credit card fraud. As a result of this, before issuing holiday booking we may require you to provide us with a fax or postal copy of proof of address, copy of your passport photo, as well as a copy of your credit card and a recent statement.

**Making A Booking:** When you make a booking with us and we accept it, you must immediately pay a NON REFUNDABLE deposit of 25% of the total booking cost together with any applicable insurance premium. A Confirmation/Invoice will then be sent to you setting out the balance due which must be paid no later than 10 weeks (70 days) prior to departure. If you are departing within 10 weeks (70 days), then the total arrangement cost including any insurance premium is payable in full upon booking. If the deposit is not paid on time, we reserve the right to cancel your holiday booking. If the balance is not paid on time we shall retain your deposit and reserve the right to cancel your holiday booking and levy the cancellation charges set out below.

**Prices:** Once the price of your holiday has been confirmed, we will only increase or decrease in the following circumstances:

A surcharge or refund (as applicable) will be payable, subject to the conditions set out in this clause, if our costs increase or decrease as a result of a change in transportation costs – fuel, scheduled airfares and any other airline surcharges which are part of the contract between airlines (and their agents) or in dues, taxes or fees payable for services such as landing taxes or embarkation or disembarkation fees at ports or airports or in exchange rate(s) mean that the price of your travel arrangements may change after you have booked.

Even in the above cases, only if the increase in our costs exceeds 2% of the total cost of your travel arrangements (excluding insurance premiums and any amendment charges), we will levy a surcharge. If this means that you have to pay an increase of more than 10% of the price of your travel arrangements (excluding insurance premiums and any amendment charges), the lead passenger will be entitled to cancel the booking and receive a refund of monies as per our cancellation policy. Alternatively the lead passenger will have the option

of accepting a change to another holiday if we are able to offer one (of equivalent quality but if it is of lower quality you will be refunded the difference).

Eagle Travel also reserves the right to pass on to you any increases in park fees or conservation fees, should these rise before your departure.

**Adult/Children Airline Booking Requirements:** The Airline industry, consider children from the age of 12+ years adults. Therefore an airline ticket for a passenger of 12+ years will be charged at the regular price of an adult ticket.

If the child reaches the age of 12 years prior to the return journey they must pay the applicable fare, taxes, fees and charges for that part of the journey.

Infants under the age of 2 years may travel provided that they sit on an adult's lap (one infant per adult) and a fee is charged per sector.

Airlines usually do not have restriction on a minimum age that the infant should be, however they do recommend that you clear with your doctor that infant is okay to travel up to the age of 2 weeks

One adult cannot be responsible for more than two infants. Where one adult is travelling with two infants at least one of the infants must be over 6 months old.

Infants born prematurely require medical clearance to fly up to the age of 6 months, in addition to the number of days that they were born prematurely

If the infant reaches the age of 2 years prior to the return journey they must pay the applicable fare, taxes, fees and charges for that part of the journey.

You are responsible for supplying us with the correct age of your infants and/or children as per their passport. In the event of any incorrect information will result in an administration fee on top of a charge, levied by the airline – per passenger. Notably some airlines may refuse changes altogether, in this case, cancellation (as specified below) and administrative charges will apply as a fresh booking will need to be made. If instructions are not received 10 weeks (70 days) before departure, except as provided by applicable law, cancellation charges, as specified below, will apply

**Changes By You:** Any special requirements should be notified at the time of booking. Alterations after booking are sometimes possible. If you wish to change your plans in any way and we can accept the change, a charge of £25 per person per amendment will apply plus any variation in price that was applicable on the day of booking. These instructions must be received from the lead name, in writing, a minimum of 10 weeks (70 days) prior to departure. It is your responsibility to supply us with the correct name as stated on your passport. In the event of any misspelling or incorrect names will result in an administration fee on top of a charge, levied by the airline – per passenger. Notably some airlines may refuse name changes altogether, in this case, cancellation (as specified below) and administrative charges will apply as a fresh booking will need to be made. If instructions are not received 10 weeks (70 days) before departure, except as provided by applicable law,

cancellation charges, as specified below, will apply. If all names on a booking need to be changed, cancellation charges, as specified below, apply as at least one name from an original booking must remain. It is not possible to amend from one season to another; cancellation charges, as specified below, will apply.

You are responsible for supplying us with the correct age of your infants and/or children as per their passport. In the event of any incorrect information will result in an administration fee on top of a charge, levied by the airline – per passenger. Notably some airlines may refuse changes altogether, in this case, cancellation (as specified below) and administrative charges will apply as a fresh booking will need to be made. If instructions are not received 10 weeks (70 days) before departure, except as provided by applicable law, cancellation charges, as specified below, will apply

Many hotels accommodate conventions and conferences as well as large tour groups especially in peak season. Some hotels may have an influx of such groups. The accommodation featured is also shared with many guests from other countries with different cultures and customs. Please note Eagle Travel has no control over their behaviour or noise level at the hotels or surrounding areas. Eagle Travel therefore accepts no responsibility for any inconvenience caused by such groups or their activities.

If you wish to change your accommodation arrangements during your trip due to any form of inconvenience caused by other guests, this will incur additional costs, which must be met by you. Eagle Travel will not accept responsibility for the payment of any additional costs incurred. This payment must be made to the accommodation directly; any terms and conditions operated by the accommodation must be met by you.

**If You Cancel Your Booking:** You or any member of your party may cancel your holiday at any time providing that the cancellation is made in writing by the person who made the original booking and is communicated to us directly. You will receive a refund of the amount paid (excluding: deposit, any insurance premiums and amendment charges) less the cancellation fees specified below, but adjusted (if applicable) for any higher price, payable by other members of the original booking who elect to continue with their booking. Refunds are made only through the booking office.

Period before Scheduled Departure Date that Notice of Cancellation is Received	Cancellation Charge as a % of total holiday price
70 days or more	Deposit Only
69-45 days before departure	50%
44-31 days before departure	75%
30 days before departure	100%

**If We Amend Your Booking:** It is unlikely that we will have to amend your booking. We reserve the right to make changes as we see necessary. Most of these changes are minor and we will advise you at the earliest possible date. Flight timings and carriers set out in our

publicity material are subject to change and all details given to you are for guidance only. Confirmed details will be shown on your ticket. If we alter the airline, aircraft type operating your flight or routing we will be under no obligation to notify you of any such change in advance.

As we do not control the day to day management of your accommodation, it is possible that we may be advised that the reserved accommodation may not be suitable or available to you upon arrival in resort. If this happens, we will endeavour to provide accommodation of at least the same standard in the same resort area. If only accommodation of a lower standard is available then the difference of the price between the accommodations booked will be compensated. **IMPORTANT NOTE:** We are not responsible for changes which arise as a result of situations outside of our control such as technical or maintenance problems with means of transportation, changes imposed by re-scheduling or cancellation of flights by an airline or main charterer, war or threat of war, civil strife, industrial disputes, natural disasters, bad weather or terrorist activity. In accordance with EU Regulation 2111/2005 we are required to advise you of the actual carrier operating your flight/connecting flight/transfer. We do this by listing carriers to be used or likely to be used in your itinerary.

Eagle Travel reserves the right to alter prices, due to factors beyond our control, such as increases on fuel surcharges, National Park/park fees/entrance fees or accommodation increases, or if we consider it to be in the best interest of our clients. You will be consulted whenever possible if changes occur.

**If We Cancel Your Trip:** In no case will we cancel your trip less than 10 weeks (70 days) before the scheduled departure date unless it is for reasons outside of our control, for reasons of safety or security, or for late or non-payment by you. If we have to cancel your holiday (other than for late or non-payment by you) we will offer you either

(i) an alternative holiday of comparable type, though if the alternative offered is at additional cost, the difference will be payable by you and any 'No Surcharge Guarantee' on the original booking will not apply or

(ii) a full refund of all monies paid, in either case being the only recompense which will be due to you.

**Indian Tourist Visa:** To qualify for a six month Indian tourist visa, you and your fellow travellers must be a UK resident and hold a British passport. You will need to provide us with the following:

- Passport (valid for one year)
- Two 2x2 inch photo
- Completed Indian Visa application form

You must send the above documents by Special/Registered delivery. You must allow for up to 4 weeks in order to receive your passport with the attached visa certificate. The charge for an Indian tourist visa is £70 per person. We will only return your documents to you by Special/Registered delivery.

Please Note: approving or rejecting a visa request is at the discretion of the Indian Embassy. In the unlikely event your visa request is denied by the Indian Embassy then this matter must be taken up with them personally. The embassy will not refund your money if your visa request is declined. Similarly Eagle Travel will not refund monies if you or your fellow traveller(s) Indian visa tourist application is declined. Eagle Travel will not accept responsibility for lost or stolen passports and delayed or lost post. Eagle Travel will not cancel your visa unless for matters outside our control, for reasons of safety and security, or for late or non-payment by you. Eagle Travel will not accept responsibility for declined visa request because of incorrect spelling, incorrect information and incomplete application form. Eagle Travel provide a fast, efficient and reliable Indian visa service. Eagle Travel have been handling passports for over 40 years.

**Our Liability** However we will not be liable where any failure in the performance of the contract is due to: you; or a third party unconnected with the provision of the travel arrangements and where the failure is unforeseeable or unavoidable; or unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or an event which we or our suppliers, even with all due care, could not foresee or forestall. Our liability, except in cases involving death, injury or illness, shall be limited to the cost of your travel arrangement.

Our liability will also be limited in accordance with and/or in an identical manner to:

(a) The contractual terms of the companies that provide the Transportation for your travel arrangements.

(b) Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention of travel by sea, the Berne convention in respect of travel by rail and the Paris in respect of the provision of accommodation, which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions.

You can ask for copies of the transport companies' contractual terms, or the international conventions, from our offices: 3 Charwood Court, County Oak Way, Crawley, Sussex. RH11 7XA. Telephone: 01293 533338.

Under EU law (Regulation 261/2004) you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. However reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us.

**Conduct:** We reserve the right in our absolute discretion to terminate your holiday arrangements without notice should your behaviour be such that it is likely in our opinion to cause distress, damage, annoyance or danger to any other person. In such circumstances, no refund or compensation will be due to you.



**Conditions of Carriage/ Accommodation:** We are neither a carrier nor a provider of accommodation. Each journey (whether undertaken or not) that you book by land, sea or air is governed by the conditions of the carrier undertaking to provide that carriage. Some of these conditions limit or exclude liability and are often the subject of international agreements. It is your own responsibility to reconfirm the onward or return sector of any air journey with the carrier concerned and according to such carrier's regulations. When you book accommodation (whether provided or not) its availability or provision is subject to the 'house rules' of the accommodation providing or undertaking to provide such accommodation.

**Official Accommodation Ratings:** The rating's that are shown on our website or given in our correspondence to you are official ratings. These are an attempt to give a guide to the overall quality of properties. We also collect feedback from our customers and senior staff who have personally stayed in the properties and these are incorporated in to the ratings. However, different countries have different standards; so don't assume that a 3-star accommodation in one country is equivalent to a 3-star accommodation in another.

**Itinerary and facilities:** Eagle Travel reserves the right to alter arrangements and itineraries. Our timings are provided in good faith, as are the facilities we book on your behalf. Liability for loss inconvenience, noise or standards of food or room service will not be accepted by Eagle Travel.

Please note standards of comfort and services can vary in many of these destinations and transport timings can change beyond our control. Eagle Travel will not accept responsibility for any delay cancellation or loss.

**Passport, Visa and immigration requirements:** Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We do not accept responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements

**Documentation:** Where travel and health documents are necessary to comply with the requirements of any country you may wish to visit then it is your responsibility to procure them. If failure to obtain any such documents results in fines, surcharges or other financial penalty being imposed upon us then you shall reimburse us accordingly. You must ensure by consulting your own doctor if necessary of specific health precautions deemed prudent for the country/resort you intend to visit and the appropriate medication/inoculations complied with.

**Insurance:** We cannot stress enough the importance of your taking out adequate holiday insurance against cancellation charges, unexpected curtailment of your holiday, medical expenses arising overseas, loss or damage to luggage and personal liability claims against you. Should you elect not to effect suitable travel insurance cover despite this advice, then you undertake on behalf of yourselves and all members of your party to indemnify both ourselves and our overseas agents and representatives (as applicable) for any costs that arise which would otherwise have been met had such insurance cover been taken out.

**Risk:** Eagle Travel makes every effort to ensure your comfort at all times. Please remember all trips are potentially hazardous and involve a degree of risk and discomfort.

If Eagle Travel is forced to cancel or anyway change your trip as a result of unusual or unforeseen situations outside our control, Eagle Travel will accept no liability for any loss, damage, injury, expense, delay or inconvenience. No compensation will be paid.

These include unavoidable technical problems with transport, changes imposed by rescheduling or cancellation of flights by an airline or charter flight, the alteration of the airline or aircraft type, alteration of transport, war or threat of war, civil strife, industrial disputes, natural disaster, bad weather, epidemic or terrorist activity.

**Excursions:** Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your package holiday provided by us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator

**Local Customs, Hazards, and Supplies:** Please remember some of the companies are still developing countries and as such standards of transport, accommodation and cuisine will not be the same as you are used to.

In some of the accommodation in these countries, the water and electricity services struggle to keep up with increasing demands from tourism. Limited rainfall can put further pressure on this source. The accommodation will do everything possible to maintain full services. However, occasional power cuts out and /or water restrictions may occur. We ask that you please be mindful and patient.

In the developing countries, roads may be unmade therefore dust and bumps do occur.

In many hotels, especially beach resorts insects (cockroaches, mosquitos, lizards, spiders) in the rooms are inevitable. It should not be taken as a sign of dirtiness, simply of a fact of life in some countries. Views from some hotels may be obscured by palm trees and other vegetation that grows very quickly in tropical climates, so please take this into consideration when views are described.

**Lost or Stolen Items:** If you lose any personal items whilst on holiday, please obtain a written report from your accommodation or police, to help with any insurance claims on your return.

**Curtailement:** If you cut short your holiday and return home early in circumstances where you have no reasonable cause for complaint about the standard of accommodation and services provided, Eagle Travel will not offer you any refund for the remainder of your trip not completed, or assist with any associated costs you may incur on your return.

Depending on the circumstances, your travel insurance may offer cover for curtailement and we suggest that any claim is made with them.

**Data Protection Policy:** Please be assured that we have measures in place to protect the personal booking information held by us. This information will be passed on to the principal and to the relevant suppliers of your travel arrangements. The information may also be provided to public authorities such as customs or immigration if required by them, or as required by law. Certain information also be passed on to security or credit checking companies. If you travel outside the European Economic Area, controls on data protection may not be as strong as the legal requirements of this country. We will only pass your information on to persons responsible for your travel arrangements. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary/religious requirements. (If we cannot pass this information to the relevant suppliers, whether in the EEA or not, we will be unable to provide your booking. In making this booking, you consent to this information being passed on to the relevant persons).

**Applicable Law:** The contract between us as well as these booking conditions are governed by and construed in accordance with laws of England and Wales. In the case of any dispute between us which cannot be settled amicably or resolved both yourselves and ourselves agree to submit to the exclusive jurisdiction of the courts of England and Wales.

**Complaints:** In the unlikely event of you being dissatisfied with any aspect of the holiday, please contact an Eagle Travel representative as soon as possible. We can usually put most things right on the spot. If you do not do this it will adversely affect any claim at a later date. In the event of continuing dissatisfaction, the complaint should be made in writing upon your return. We will investigate the matter full and report back to you as soon as possible.

Many of the flights and flight-inclusive holidays on this website are financially protected by the ATOL scheme. But ATOL protection does not apply to all holiday and travel services listed on this website. Please ask us to confirm what protection may apply to your booking. If you do not receive an ATOL Certificate then the booking will not be ATOL protected. If you do receive an ATOL Certificate but all the parts of your trip are not listed on it, those parts will not be ATOL protected. Please see our booking conditions for information, or for more information about financial protection and the ATOL Certificate go to:  
[www.atol.org.uk/ATOLCertificate](http://www.atol.org.uk/ATOLCertificate)

### **"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.”

**Head Office: Eagle Travel, 434a Foleshill Road, Coventry, CV6 5JX**

Before booking, please ensure that you are medically fit to travel, if you are in any doubt please check with your doctor first