

## **YOUR CONTRACT - PLEASE READ THIS CAREFULLY BEFORE YOU BOOK**

### **Terms and Conditions - APPLICABLE TO ALL BOOKINGS**

#### **1. Introduction**

These terms and conditions govern the relationship between Regencyway Limited t/a Eagle Travel ("we," "us," or "our") and you, the customer ("you" or "your"). By engaging our services, you agree to be bound by these terms and conditions and references to "you" and "your" include the first named person on the booking and all persons on whose behalf a booking is made. Please read them carefully as they set out our respective rights and obligations.

With Eagle Travel, you can choose what you want to book with us - whether that's your whole holiday (with accommodation, flights and transfers included) or just individual parts of it - such as just your accommodation or flights.

#### **2. Our Services**

We are an independent travel agency that provides a service to assist you in making your own travel bookings. We do not own any travel products, such as flights, accommodations, or tours. Our role is to facilitate your booking process and provide support where needed.

#### ***Single Component Transport & Accommodation Bookings***

You can purchase separate, individual elements from us (e.g. accommodation only or flight only). In these circumstances, we will always act as an agent on behalf of the supplier of the arrangements in question ("Supplier/Principal"). The service we provide is to help you with sourcing and booking your travel requirements according to your requirements, budgets and availability as per your confirmation.

#### **3. Booking Process**

When you make a booking through us, you are entering into a direct contract with the travel provider (e.g., airline, hotel). We act as an intermediary to facilitate this process.

The first named personal/lead passenger on the booking or the person paying for the booking agrees on behalf of all persons detailed on the booking that he/she:

- a) has read these Booking Conditions and agrees to be bound by them;
- b) consents to our use of personal data in accordance with our [Privacy Policy](#) and is authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable, special categories of data (such as information on health conditions or disabilities and dietary requirements);
- c) is over 18 years of age at the time of booking and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services; and
- d) accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

All services offered are subject to availability. Fares are not guaranteed until they are ticketed.

When you make your booking you must pay the relevant deposit as specified at the time of booking. No contract will come into existence until we accept your booking and we receive your deposit or full payment in cleared funds and issue you with a confirmation either on behalf of ourselves or the supplier in question. Please ensure that the names given are the same as in the relevant passport.

**Bookings made by telephone:** If you make a booking by telephone you must provide us with all the information which we require. You must also ensure that all information which you provide is accurate and that passenger information is provided as it appears on the passport.

You must also ensure that the credit or debit card you are using is your own or, subject to our acceptance, if it is a third party's you have their express authorisation to use their credit or debit card and that sufficient funds are available to cover the cost of the arrangements which you book with us.

Please note that a telephone booking confirmation is as firmly confirmed as if it were made/confirmed in writing immediately. We do not make any representation or warranty as to the availability of any accommodation, flight or Individual Components until you make the payment and the same is confirmed. If we accept your booking we will process it (subject to availability) and debit payment from you. From this point cancellation charges will apply. We will send you a confirmation. As soon as you receive the confirmation, please check the details carefully and inform us immediately if anything appears to be incorrect as it may not be possible to make changes later. Any changes to the booking after it has been made will attract additional cost payable by you including charges of the suppliers as well as administration fee as applicable.

#### **4. Payment**

We may require a deposit or full payment at the time of booking, depending on the travel provider's terms and conditions.

You must pay the balance by the due date shown on the confirmation advice. Please note for some telephone bookings full payment may be required IMMEDIATELY i.e. before you receive the confirmation advice. 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 the cancellation of your booking 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. All cheque payments require 7 days to clear. 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. Please note we do not accept responsibility for cash sent by courier or post, even if sent by registered or recorded delivery post or any other special delivery.

## **5. Refunds and Cancellations**

Refunds and cancellations are subject to the terms and conditions advised at the time of booking. We can assist you with requesting a refund or partial refund, but we cannot guarantee that your request will be approved. There will be an administration fee applied for using our services.

## **6. Our Fees**

In addition to the cost of your travel bookings, we charge a minimum administrative fee of £25 per passenger for our services. This fee covers the cost of our time and resources in assisting you with your booking.

Please note: These fees are in addition to any fees charged by the travel provider or supplier, and in addition to any change or differences in fares and taxes and fees.

## **7. Limitation of Liability**

We are not liable for any loss or damage arising from your travel bookings, including but not limited to:

- Flight delays or cancellations
- Hotel overbookings or closures
- Hotel or Transfer disruptions
- Travel provider or Supplier insolvency
- Acts of terrorism or natural disasters

## **8. Passports, Visa and Health Requirements**

You are responsible for checking all passport, visa and health requirements and ensuring your travel documents are in order.

**Passport and Visa:** You must consult the relevant Embassy or Consulate for this information. Requirements may change and you should check the up-to-date position in good time before booking/departure.

Visas are granted by the embassy only and fees are non-refundable. We do not guarantee the outcome.

We 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. You must have a passport which is valid for six months after your intended date of return. You must ensure you have correct visa and health entry requirements for all countries visited including countries you may just be transiting through. This includes all stops made by the aircraft even if you do not leave the aircraft or airport. If your passport is in its final year, you should check with the Embassy of the country you are visiting. For further information contact the Passport Office. Special conditions apply for travel to the USA - all passengers must have individual machine readable passports; travellers to the USA must apply for ESTA no later than 72 hours before departing for the United States. Arriving at the airport without a previously approved ESTA will likely result in being denied boarding. For more USA travel updates please check [www.uk.usembassy.gov](http://www.uk.usembassy.gov). For European holidays your EHIC is only valid until its expiry date and you must obtain comprehensive medical insurance prior to departure. For South Africa, parents travelling with children (under 18) will be asked to show the child's full unabridged birth certificate.

Essential Travel Advice issued by Foreign Commonwealth & Development Office: The Foreign Commonwealth & Development Office (FCDO) is the best and most up to date source of travel advice. It issues essential travel advice for worldwide destinations, which includes information on entry requirements including passports and visas, as well as health, safety and security, local laws and more. Make sure you have a look at <https://www.gov.uk/travelaware> to check the latest travel advice for the destination you are visiting. The travel advice can change and you should continue to check it until you commence your travel.

## **9. Special Requests and Medical Problems**

If you have any special requests, please advise us at time of booking. Although we will endeavour to pass any such requests on to the relevant supplier, we regret we cannot guarantee any request will be met. The fact that a special request has been noted on your confirmation advice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part. We do not accept bookings that are conditional upon any special request being met.

If you have any medical problem or disability which may affect your arrangements, you must advise us in writing before booking giving full details. Regrettably, many overseas destinations do not have even basic facilities required by disabled travellers. We may require you to produce a doctor's certificate certifying that you are fit to participate. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.

## **10. Insurance**

Adequate travel insurance is a recommended condition of your contract with both us and the Supplier/Principal in question, as applicable. The insurance cover must include Covid-19 cover (including at a minimum, cancellation and curtailment) cancellation charges, unexpected curtailment of your holiday, medical and repatriation expenses including air ambulance, personal accident, delay loss or damage to your personal effects.

**If you choose to travel without adequate travel insurance cover, we will not be liable for any losses whatsoever arising, in respect of that which the insurance cover would otherwise have been available.**

## **11. Claims and Complaints**

Where we are acting as agent, the contract for your arrangements is between you and the Supplier/Principal and any queries or concerns should be addressed to them. If you have a problem whilst on holiday, this must be reported to the supplier or their local supplier immediately. If you fail to follow this procedure there will be less opportunity to investigate and rectify your complaint. The amount of reimbursement / compensation you may be entitled to may be reduced or you may not receive any at all depending upon the circumstances.

If you wish to complain when you return home, write to the Supplier/Principal. You will see the contact details in any confirmation documents we send you. We will of course assist you with this if you wish - please contact [info@eagletravel.ltd](mailto:info@eagletravel.ltd) for a Complaints Application Form.

**If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to our Customer Services Department giving your booking reference and all other relevant information. It is strongly recommended that you communicate any complaint to the supplier of the services in question without delay and complete a report form whilst you are on holiday. If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were on holiday and this may affect your rights under this contract.**

## **12. Governing Law**

These terms and conditions are governed by the laws of England and Wales. Any disputes arising from these terms and conditions will be subject to the exclusive jurisdiction of the courts of England and Wales.

## **13. Behaviour**

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. 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. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you.

We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking arrangements or with us.

If we think that you're misusing our service, we might suspend your booking until we can resolve the issue with you. If we can't resolve things with you, or if we think you're seriously or repeatedly misusing our service, we might decide to stop your access to our services.

We have a zero tolerance policy in regard to abuse of our staff. If you are abusive to our staff including making what we deem to be offensive comments directed at our staff, we reserve the right to take legal action against you and also ban you and your associates from visiting our premises and contacting our staff.

## **14. Contact Us**

If you have any questions about these terms and conditions, please contact us at:

Regencyway Limited t/a Eagle Travel 434a Foleshill Road Coventry, CV6 5JX or [info@eagletravel.ltd](mailto:info@eagletravel.ltd)

## **15. Data Protection Policy**

In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements, we need to use the information you provide. Please see our Data Protection and Privacy Policy [here](#) for further information.

## **16. Health**

Recommended inoculations for travel may change at any time and you should consult your doctor on current recommendations before you depart. As per Foreign Commonwealth & Development Office (FCDO) advice you should visit your health professional at least 6 to 8 weeks before your trip to check whether you need any vaccinations or other preventive measures. Country specific information and advice is published by the National Travel Health Network and Centre on the [TravelHealthPro website](#) and by NHS (Scotland) on the [fitfortravel website](#). Useful information and advice about healthcare abroad is also available on the [NHS Choices website](#). It is your responsibility to ensure that you obtain the recommended inoculations, take all recommended medication and follow all medical advice in relation to your trip.

We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities.

## **17. Airline Ticket Refunds**

Any air tickets returned to us for refund as subject to charge has per advice given at the time of booking.

Also furthermore has per advice refund can also be refused on partly unused tickets and no show for flight where airline booking reservation not cancelled within the specific time has been required by the airline.

In the case of airline ticket refunds this is normally 4 to 8 weeks from the point the tickets are submitted for consideration to the airline.

### **1. Flight Changes**

Should your flight be cancelled your rights and remedies will be governed by the airline's conditions of carriage.

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.

Should a schedule change occur to your itinerary after full balance/ticket issue, on either the outbound or return flights the relevant supplier's decision will be final and amendment charges may apply.

## **18. Departure Taxes**

It is not always possible to include all departure taxes on your ticket(s). In some cases departure taxes must be paid by you locally to the Government of the country you are departing from and are non-refundable by us.

## **19. City/Local Taxes and Resort Fees.**

Some countries may require tourists to pay a local or city whilst staying at their hotel, these charges must be paid directly by the guests to the hotel during their stay.

Resort fees may be charged to customers whilst staying at hotels or resorts in countries such as the U.S. All fees and taxes will be payable by the customer during their stay directly to the hotel.

## **20. Further Condition:**

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 booking by the Eagle travel business offices and telephone service.

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.

**21. 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.

**22. If You Cancel Your Accommodation, Cruises or excursions Booking:**

In relation to bookings which are refundable. 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 .	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%

**23. 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 financial loss.

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.

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 published 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.

#### **24. 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.

#### **25. 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 into 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.

#### **26. ATOL Protection :**

Many of the flights and flight plus accommodation are financially protected by the ATOL scheme. But ATOL protection does not apply to all holiday and travel services. Please ask us to confirm what protection may apply at time of your booking.

**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