

My World Travel Ltd

Booking Terms and Conditions

Preamble

Please read these Terms and Conditions before making any booking. When you make a purchase through our offices, Website or Call Centre, it means you have agreed to accept these Terms and Conditions without qualification. If you disagree with any part of the Terms and conditions, you may not use the site in any way or make a booking.

1. Application of These Booking Conditions

Your contract with us is subject to these booking conditions. A contract will exist between us once you have paid your in full for your flight (or such other fee as may be appropriate, for example where you are making a 'late booking') and we have issued you with our booking confirmation. If any part of our contract with you is found to be invalid or unenforceable, then the remainder of it will not be affected and will remain valid and enforceable.

When you make a booking, you guarantee that you have the authority to accept and do accept on behalf of your party (for group travel) the terms of these booking conditions and agree on behalf of everyone travelling in your party to be bound by them. Where your booking is for more than one person, the first-named person in your party aged eighteen years or over will be treated by us as the 'lead name' for your booking. The lead name will be responsible for making all payments due to us in accordance with our contract.

Completion and submission by you of our Booking Form or making a direct booking through our offices or call centre will be treated by us as confirmation that you have read, understood and accepted these booking conditions.

All correspondence regarding customer service or your booking should be sent to My World Travel, 7 Bland House, Vauxhall road London SE11 5LF, United Kingdom or emailed to info@myworldtravel.co.uk

2. Your Financial Protection

Many of our flights only services are financially protected by the ATOL scheme. But ATOL protection does not apply to all holiday and travel services listed on our website or other promotional materials. 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 more information about financial protection and the ATOL Certificate go to: www.atol.org.uk/ATOLCertificate

When you buy an ATOL protected flight 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 service/s 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.

3. Your Contract

A 'booking' means any order for products or services you make through our, offices, website or Call Centre which is accepted by us. Acceptance will be made by My World Travel Ltd (in accordance with our booking terms and conditions) when we have received full payment from you and sent a confirmation invoice and receipt by personal delivery, post or email from either My World Travel or the relevant Airline.

These booking conditions govern all bookings with My World Travel Ltd whose registered office is at 7 Bland House, Vauxhall Street, London SE11 5LF. How the booking conditions apply to you vary depending on whether you have booked a flight only or other travel arrangements provided by third parties where we act as their agents.

My World Travel acts as disclosed Agent for the Airline and your contract will be subject to the Airline's own terms and conditions which could limit or exclude liability to you often in accordance with international conventions.

Airline's terms and conditions including fare rules will apply in addition to those set out here. The Airline's terms and conditions may include provisions relating to payment procedures, default, liability, cancellations, changes of bookings and refunds (if available) and any other restrictions.

You are responsible for complying with any airline conditions in relation to check-in times, re-confirmation of flights or other matters.

My World Travel strongly recommends that you take out insurance for any travel arrangement especially as there may be circumstances where neither

My World Travel nor the Airline can accept liability (e.g. delays or cancellations beyond our control). The insurance cover must include cancellation charges, unexpected curtailment of your holiday, medical and repatriation expenses including air ambulance, personal accident, delay, loss or damage to your personal effects, theft, etc.

4. Flights

Please note that in relation to air fares there are additional terms specific to that fare. For example, tickets are normally non-changeable and non-refundable. In addition, many airlines reserve the right to make schedule changes and cancel confirmed bookings. While My World Travel, as Agent, is not responsible for such schedule changes or cancellations, we will provide you with any reasonable assistance you require via our customer services.

The recommended minimum check-in time for international flights is 120 minutes prior to departure and for domestic flights, 90 minutes before departure. Some airlines require you to reconfirm your return flight booking at least 72 hours before travel. Failure to reconfirm your flight booking directly with the airline may result in cancellation.

Flights must be used in the order set out in your itinerary - eg a failure to use the outbound flight or first stage of a journey could invalidate the rest of the ticket.

We strongly recommend (particularly if you are flying Economy class), that you check in early if you have particular seat requests. My World Travel has no control over the allocation of seats, even if pre-booked with the airline, and can make no guarantee that specific seats will be available on departure.

My World Travel is not responsible for the costs of any transfers between airports or terminals that you may incur.

Flights priced at special fares may not take the most direct route. Some itineraries require a change of aircraft en-route. A flight that is described as direct flight is one where there is no need to change aircraft during the journey. However, stops may be made en-route for re-fuelling or to let passengers on and/or off. Details of any stops will be given during your

booking process and are clearly identified both on the Site and on your itinerary, which will be sent to you when you confirm your booking.

The times given are on the 24 hour clock system and local times, approximate and based on outbound flights. They may vary depending on flight schedules, type of aircraft, weather conditions etc., and are indications of the hours spent actually flying (excluding time on the ground during stops en-route or when changing aircraft) and are therefore given for guidance only and are subject to alteration and confirmation.

Regulations vary with each airline, but some will refuse to carry women who will be 28 weeks or more pregnant on the date of return travel. If in doubt, please check with the airline concerned and consult your doctor. Infants must be 6 weeks old or more to travel by air and must either sit on an adult's lap or occupy a seat. Please contact the airline you are travelling with for details of appropriate seats. Generally children aged 2 years or more must occupy a seat.

In the event that you make any alteration to your flight booking (including, but not limited to, cancellations, refunds, amendments and name changes), My World Travel reserves the right to charge you an administration fee of 25 GBP per person to cover the administration costs incurred by My World Travel. These charges do not include any charges imposed directly by the Airline. Credit card fees and booking fees are non-refundable in the event of cancellation.

5. Delivery of your Travel Document.

The following applies to all products or services booked through our Offices, Call Centre or website: www.myworldtravel.co.uk

E-tickets

Most tickets sold by My World Travel are e-tickets. E-ticketing is a 'paper-less' way to book flights. Once you've made your booking, it's stored electronically in the airline reservation system. My World Travel will send you a confirmation invoice and receipt email or post. In most cases you will NOT receive a physical 'e-ticket' or paper tickets to present at the airport. We recommend that you

take a printout of your confirmation invoice with you, although many airlines won't ask to see this. Please note that airlines have their own rules and regulations regarding e-ticketing. My World Travel cannot be held responsible for non-compliance with these rules and regulations and strongly recommends that you check these details with your airline in advance of travel.

My World Travel relies on the information that you provide as being accurate and therefore cannot be held responsible if your confirmation invoice and receipt does not arrive by post or email. You must notify us immediately if you change your email or postal address or contact telephone number. In addition, please check that the name on your passport matches the name on your ticket and/or booking confirmation.

6. CANCELLATIONS OR MODIFICATIONS BY YOU TO YOUR BOOKING

The following applies to all products or services booked through our Call Centre:

For flight bookings you may be able to cancel or modify your booking by telephoning the My World Travel telephone numbers as provided (Please note that different charges apply to different telephone service providers - please contact your service provider for details)).

In the event that you make any alteration to your booking (including, but not limited to, cancellations, refunds, amendments and name changes), My World Travel reserves the right to charge you an administration fee of £30 GBP per person to cover the administration costs incurred by My World Travel. These charges do not include any charges imposed directly by the Airline. Credit card fees and booking fees are non-refundable in the event of cancellation.

In some circumstances, My World Travel or the Airline may be unable to cancel or modify a travel product or service unless we receive a written request together with payment of any extra fees and associated charges. Please note that, in relation to flights, a 'no-show' for a flight may result in your ticket being cancelled by the airline and therefore not refundable. Consequently, if you desire to change a flight booking close to the departure time, we strongly

recommend that you phone My World Travel and obtain written email confirmation to that change before electing not to travel on the original flight.

7. TERMS AND CONDITIONS RELATING EXCLUSIVELY TO AIR TRAVEL

All Air Travel provided by My World Travel are ATOL protected (ATOL number) under a licence from the Civil Aviation Authority (CAA). This means that you are protected in the unlikely event of My World Travel's insolvency in that the CAA will ensure that you are not stranded abroad and arrangements will be made to refund any money you have paid to us for an advance booking. These terms and conditions will be subject to the specific Air Travel terms and conditions which must be accepted by you prior to making your booking.

8. Airline Failure

As a flight only agent, if the airline providing the flights fails, My World Travel will not be responsible, and you are not covered under our ATOL but we recommend our customers to take airline failure insurance to cover alternative arrangements.

9. Changes to or Cancellation of your Flight by My World Travel:

My World Travel reserves the right to make changes to your Flight where such changes are occasioned by one of its Travel Suppliers, for instance an airline cancelling a flight or route. We will notify you as soon as we can, if there is time before your departure. Your confirmation will show you the planned timings as of the date of the confirmation.

If you are notified of any Major Changes to your Flight after we have confirmed your booking but before you travel, you can either accept these new arrangements or cancel your Flight and receive a refund excluding any taxes paid from My World Travel.

Major Changes shall include: a change in your departure or arrival flight by more than 12 hours; a change in the length of your journey; or a change in the airport you depart or arrive from (except where the airports are in the same

cities).

My World Travel will not be liable to you for any compensation if forced to cancel or make any changes to your Flight as a result of events outside our control and which neither My World Travel nor its Travel Suppliers could reasonably foresee. Events outside our control include war; threats of war; terrorism; riots; civil unrest; natural and nuclear disasters; actual or potential weather conditions; health risks; industrial disputes; technical problems with transport; closed or congested airports; and any force majeure events.

10. PAYMENT

Full payment (cleared funds) for all Flight is required at the time of booking. My World Travel will not accept responsibility for cash or cheques sent through the post.

Before payment is received in full, My World Travel is not obliged to issue any tickets, confirmations or other travel documents. However, you shall in all cases remain liable for payment of the amounts agreed for the travel products and services ordered. My World Travel is an IATA Ticketing Agent - your tickets for scheduled flights will be sent to you within 24 hours of payment being cleared.

Payment can be made by cash or all major debit and credit cards. Payment by cheque will require 7 working days to clear. My World Travel reserves the right to charge you in addition for any handling fees we incur in relation to bookings made by credit card. You will be notified of the relevant charges at the time of booking. My World Travel reserves the right to pass on any charges relating to card charge backs. If your booking is being paid for with a third party credit card we may require written authorisation to be provided by the card-holder. My World Travel or the Travel Supplier reserves the right only to deliver confirmation invoice, receipt or other travel documents to your credit card billing address when requested to do so by the credit card issuer. All postal address must be valid at the time of booking.

Failure to supply the correct credit or debit card billing address information may result in the cancellation of your booking, delays to the issue of your

tickets and may make the fare(s) subject to increase. Please ensure that the billing address details you give match those on your billing statement. Further, in an effort to minimise the effects of credit card fraud, we reserve the right to carry out random checks, including checks of the electoral roll, and may request you to either fax or post to us proof of your address and a copy of the credit card and recent statement before issuing any tickets.

11. Refunds

Refunds will be processed to the form of payment used at the time of booking. This will be made payable to the person who made the original payment. Please allow 6-8 weeks for refund to be processed. Monies will not be paid to you until they have been received by us from the relevant airline. Taxes fluctuate in line with exchange rates.

12. PASSPORTS, VISAS AND HEALTH REQUIREMENTS

Passengers should consult the Embassy and Consular office of their destination countries regarding visas, entry permits and any special documentation required by the countries they are visiting or for return to their home Countries (if necessary).

Some overseas countries have an immigration requirement that your passport is valid for a minimum period after you enter that country, typically 6 months. If your passport has less than a year to run, please ensure you have a passport valid at least for the duration of your trip, although we recommend that you ask the Passport Agency before you travel to make sure. If your passport is in its final year of validity, we advise you confirm the requirements of the destination before making final travel plans.

Children not already included on a valid passport will need to hold their own passport if they are to travel abroad. The age limit of Children who may travel with the passport holder varies from Country to Country, passengers are therefore advised to get the correct information regarding age limit for children included in a parent's passport (normally the mother) for travel. The name on the passport must match the name on the ticket, otherwise you

may not be able to travel, and insurance may be invalid. If, after booking a flight but before travelling, any member of your party changes their name, e.g. as a result of getting married, we must be notified immediately so that we can try to make the necessary changes to your documentation.

Travellers to the United States: It is important that all travellers to the United States take note of the following:

A visa will be necessary for entry to the United States unless passengers are eligible under the Visa Waiver Scheme. The Visa Waiver Scheme allows holders of full certain Citizens Passports (example those who have the right of abode in the UK) to complete a Visa Waiver Form and submit this on arrival. You must ensure that you comply with all US Government requirements as per the Visa Waiver Form before confirming your booking.

All British passport holders, including children, travelling to the USA under the VWP (Visa Waiver Program) will need their own machine-readable passports (MRP). This means that anyone without a MRP, including children who are currently on a parent's passport, will need a visa to travel to the USA. A British Passport is machine-readable when the white strip at the foot of the personal data page (at the back of the passport) bears two lines of print. If there's no white strip, or the white strip is blank, then the passport is not machine-readable.

For further details on entry requirements for the USA and other Countries, you should contact your Embassy for information and advice on the visa requirements of the countries you propose to visit.

Please note: Passport and visa regulations can change and you should therefore check with the relevant embassy well in advance of travel. It is your responsibility to be in possession of a valid passport and appropriate visa. It can often take some time to obtain a visa, so you are advised to apply in good time. We accept no responsibility for customers who do not possess the correct documents.

It is your responsibility to check and comply with any health requirements. We recommend that British Citizens visit the 'Health Advice for Travellers' section of the Department of Health's website at www.dh.gov.uk/PolicyAndGuidance or speak to their GP. Non-British Citizens should make enquiries at their own country's Department of Health or similar advisory body.

13. OTHER GENERALLY APPLICABLE TERMS

Your rights under EC Regulation 261/2004 if your flight is cancelled, delayed or you are denied boarding

If you are travelling into or out of the EU, or on an EU carrier, you may have rights which you can assert against the relevant airline in the event that your flight is cancelled, delayed or you are denied boarding. For more information about EC Regulation 261/2004, please visit the EU website for EC Regulation 261/2004.

14. Liability of My World Travel

You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this flight. If any of the travel services offered are not performed in accordance with the contract, or are improperly performed, by us or the travel service suppliers, and this has affected your travel arrangements, you may be entitled to an appropriate price reduction or compensation or both. We will not be liable where any failure to perform or improper performance of the travel services is due to: (i) you or another member of your party; or (ii) a third party unconnected with the provision of the travel services offered and is unforeseeable or unavoidable; or (iii) unavoidable and extraordinary circumstances, which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

Our liability, except in cases involving death, injury or illness, shall be limited to a refund of the cost of your travel arrangements paid to My World Travel. 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 travel services of your trip. These terms are incorporated into this booking; and
- b) Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of and conditions under which compensation can be claimed for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having the benefit of any limitation of the extent of or the conditions under which compensation is to be paid under these or any conventions.

Copies of these Terms and Conditions are available on demand in writing to My World Travel Ltd, 7 Bland House, Vauxhall Street, London SE11 5LF, United Kingdom.

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 are published at EU airports and available from airlines. However, reimbursement in such cases will not automatically entitle you to a refund of your flight cost from us. Your right to a refund and/or compensation from us is set out in these booking conditions. If any payments to you are due from us, any payment made to you by the airline or any other service provider will be deducted.

If you have any special needs such as persons with reduced mobility and any person accompanying them, pregnant women and unaccompanied minors, or persons in need of specific medical assistance, you must notified us at the time of booking of these needs and at least 48 hours before the start of your journey.

If you have any special requirements (dietary or otherwise) you must inform us of these at the time of booking so that we can pass these onto our suppliers. We cannot guarantee that your requirements will be met, however, and we are not liable to you if your wishes are not met.

15. Queries and Complaints relating to your Booking

Please contact our customer services team by telephone or email on info@myworldtravel.co.uk if you have any other enquiries or complaints relating to your booking prior to departure.

16. Advance Passenger Information Services (APIS)

All airlines are required to collect Advance Passenger Information from passengers before travel to or from the USA and certain other countries. You agree to supply this information to My World Travel and consent to My World Travel to pass this information to the airlines who may onward disclose it to appropriate authorities. If you do not supply Advance Passenger Information, you may be refused entry to these countries. It is also important that the information is accurate so that you do not have any delay when you pass through Immigration on arrival in these countries. The information you will be asked to provide will depend on the country you are visiting but will include passport information, city and country of residence and destination address if travelling to the USA (for all travellers on your booking).

If you are travelling to a country that requires Advance Passenger information, My World Travel will ask you to fill out this information on the confirmation page after you have completed your booking. If you do not have the information to hand, My World Travel will send you an email confirmation containing a link where you can enter the information or another for that you can complete manually at any time before your departure.

16. Customer Behaviour

It is your responsibility to ensure that you do not behave in a way which is inappropriate or causes offence or danger to others or which risks damage to

property belonging to others (including but not limited to drunkenness, air rage) whilst on your journey or using a service/product. If your behaviour is inappropriate and/or causes offence, or damage to others, or risks damage to property belonging to others, we and/or our Travel Suppliers (e.g. airline staff) may cancel your booking, in which case our and our Travel Supplier's responsibility to you will cease immediately and you will not be eligible for any refunds, payments of compensation and/or any reimbursement of any cost or expenses you may incur as a result of such termination. Further, you will be liable to reimburse us for any expenses we incur as a result of such termination.

17. Your Obligations

You agree to be bound by the following obligations, including without limitation:

- i) You accept financial responsibility for all transactions made under your name or account.
- ii) You must be 18 years of age or over and have legal capacity.
- iii) You warrant that all information you provide about yourself or members of your household shall be true and accurate.
- iv) My World Travel reserves the rights not to serve you if you are rude to our staff members. Rudeness, abusive, threatening behaviour or racist remarks will not be tolerated.
- v) It is your responsibility to ensure that you and everyone travelling with you have valid passports, appropriate visas and vaccinations. 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 any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements. Some countries require your passport to have sufficient blank pages for a visa stamp. If you have any doubts about the number of pages required, we advise erring on the side of caution, even if this means applying for a new passport.

vi) You are responsible for ensuring that any existing medical conditions or disabilities which may require assistance are declared to us before you book your flight or, if newly diagnosed, before your due date of departure so that we can pass these details on to our suppliers in good time. We are not in any circumstances liable if any carrier refuses you or any member of your party as a passenger as a result of any medical condition or disability. Women 28 weeks or more into pregnancy at the time of return travel must have a doctor's certificate confirming that they are fit to travel (note airlines normally require certification at 32 weeks). We are not liable for any costs, delays or illness resulting from your failure to meet any requirements.

vii) You are responsible for your behaviour and that of your party. We reserve the right to refuse your booking if you or any member of your party is rude or aggressive to our staff. Please note also that each airline has specific regulations for unruly and disruptive passengers wherein they can refuse you the right to board or the right to travel and to remove you and/or any member of your party from any flight, if you or any member of your party is drunk or under the influence of drink or drugs; if you are or the airline reasonably believe that you are in unlawful possession of drugs; or are behaving violently, disruptively, dangerously or irresponsibly or in any manner whatsoever which presents a risk to you or others or is causing a nuisance or annoyance to others. No refund will be given, or compensation paid, and no costs or expenses for which you become liable or which are incurred by you will be made by us or be recoverable by you from us in such circumstances. You may also become the subject of police inquiry or security measures or investigation and liable if any offence is committed to criminal prosecution and penalties whether in the UK or in any other country having jurisdiction in respect of the alleged activity. You must fully cooperate with and follow any safety procedures and instructions given by any organisation which is running the activities which you do during your flight. It is possible that such organisations will require you to sign a waiver form in respect of the activity being carried out.

18. Force Majeure

My World Travel shall not be liable for any failure in the course of this Agreement if the same shall arise out of a force majeure event. This shall include without limitation government intervention, wars, civil commotion, hijacking, fire, flood, accident, storm, strikes, lockouts, terrorist attacks, or industrial action affecting My World Travel or its suppliers.

19. Privacy Policy

The terms of the My World Travel Privacy Policy are incorporated into these Terms and Conditions. You agree to the use of personal information by My World Travel and its affiliates or third-party suppliers in accordance with the terms of and for the purposes set forth in My World Travel Privacy Policy.

20. Security Policy

My World Travel uses secure technology in order to safeguard personal information and financial transactions. My World Travel complies with the procedures and security standards as further set out in My World Travel Security Policy.

21. ATOL

The flight bookings we make are ATOL Protected, except when tickets for scheduled flights are sent to you within 24 hours of payment being accepted, or where your payment is made direct to airlines. ATOL Protection extends primarily to customers who book and pay in the United Kingdom. If your booking is ATOL protected, this will be clearly stated in your confirmation invoice/email. Visit www.atol.org.uk if you want to know more.

22. Changes to Terms and Conditions

My World Travel reserves the right to change or update the Terms and Conditions from time to time without prior notice to Users.

23. Governing Law

These terms and conditions form a contract between you and My World Travel, and this Contract is governed by English law. You agree that any disputes will be dealt with in the English Courts.