C.I. Travel Group

Terms and Conditions of Booking

Please read these terms and conditions carefully, as they set out our respective rights and obligations in relation to your holiday. They apply to all flight and package holiday arrangements that you book with us.

These conditions and all other information on our website form the basis of your contract with C. I. Travel Group Limited (hereinafter known as C. I. Travel Group) of Heron House, Jersey Airport, Jersey JE1 1BW (registered in Jersey no. 23569), a member of ABTA.

FlyDirect is a trading name of C. I. Travel Group.

When we talk about your flight or holiday in these conditions, except where otherwise stated, we mean the flight or holiday arrangements we agree to make, provide or perform (as applicable) as part of our contract with you. These arrangements are described by us in your confirmation.

In these terms and conditions, "you" and "your" means all persons named on the booking (including anyone who is added or substituted at a later date) or any of them, as the context requires. "We", "us" and "our" means C. I. Travel Group. References to "departure" are to the start date of the arrangements we have contracted to provide.

The Package Travel and Linked Travel Arrangements Regulations 2018

The combination of travel services offered to you is a package within the meaning of the Package Travel and Linked Travel Arrangements Regulations 2018. Therefore, you will benefit from all EU rights applying to packages. C. I. Travel Group will be fully responsible for the proper performance of the package as a whole.

Additionally, as required by law, C. I. Travel Group has protection in place to refund your payments, and where transport is included in the package, to ensure your repatriation in the event that it becomes insolvent.

1. Your Holiday Contract

When a booking is made, the person who signs the booking form or completes the booking online or by telephone is confirming that they are over 18, have the authority to act as the "lead name" on the booking and accept these terms and conditions. The lead name must be 18 or over to make a booking with us and must travel with us if all other customers on the booking are under 18.

The lead name is responsible for making all payments and subsequent cancellation or amendment charges that may be payable. The lead name agrees to provide accurate and full information about the travelling party if requested by us, including the contact details of anyone on the booking should we need to contact them individually, and agrees to provide accurate and full information to the travelling party in relation to the booking, including any changes to the booking.

The lead name also confirms that all the other members of the party, including any that may be added or substituted later, agree to be bound by these conditions and all other information on our website.

A contract will exist as soon as we issue our confirmation invoice, or the booking is confirmed on our website. This contract is made on the terms of these booking conditions, which are governed by Jersey Law, and the jurisdiction of the Jersey Courts.

Please check your confirmation carefully as soon as you receive it. Contact us immediately if any information which appears on the confirmation or in any other document appears to be incorrect or incomplete as it may not be possible to make changes later. We cannot accept any liability if we are not notified of any inaccuracies (for which we are responsible) in any document within 10 days of our sending it out.

If it has not been possible for you to have seen these terms and conditions, or cancellation charges were not made known to you at the time of booking and you are not happy to proceed, please return all documentation to us within seven days. Your booking will be cancelled and your monies will be returned in full, provided you have not commenced your journey. This option does not apply if your booking was made within 8 weeks of travel or where accommodation providers require full payment at the time of booking.

2. Your Financial Protection

a) Holidays and flights booked and departing from Jersey, Guernsey and the Isle of Man and accommodation-only bookings.

The Association of Bonded Travel Organisers Trust Limited (ABTOT) provides financial protection under The Package Travel and Linked Travel Arrangements Regulations 2018 for C. I. Travel Group Limited number 5625, and in the event of their insolvency, protection is provided for flight-only and flight-inclusive packages that are sold to customers and commence from the Crown Dependencies of Jersey, Guernsey & the Isle of Man.

ABTOT cover provides for a refund in the event you have not yet travelled or repatriation if transportation was included in your package. Please note that bookings made from outside the UK are only protected by ABTOT when purchased directly from C. I. Travel Group Limited.

In the unlikely event that you require assistance whilst abroad due to our financial failure, please call ABTOT's 24/7 helpline on **01702 811397** and advise that you are a customer of an ABTOT protected travel company.

You can access The Package Travel and Linked Travel Arrangements Regulations 2018 here:

https://www.legislation.gov.uk/uksi/2018/634/contents/made

You can find out more about ABTOT here: https://www.abtot.com/

b) Flights originating from European Airports.

Please note that flights where the departure is originating from any EU or Schengen Region Airport are not financially protected by our ABTOT bond.

3. ABTA

We are a member of ABTA, membership number V0300. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your

complaint, go to www.abta.com to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on ABTA website linked above.

4. Your Holiday Price

a) We reserve the right to increase or decrease published prices of any flight or holiday. You will be advised of the current price of the booking (including the cost of any supplements and upgrades) you wish to make before your contract is confirmed. Where verbal quotations have been made to you, it is possible for errors to occur. Where quotations made are subsequently found to be incorrect, we reserve the right to amend the price quoted even if the confirmation invoice has been issued. If this occurs, you will have the right to cancel the holiday and receive a full refund of monies paid.

b) In addition to the price of your holiday you may have to pay local taxes, which will be payable by you in resort (which we refer to as "tourist tax(es)"). Please be aware that these tourist taxes are usually payable in local currency and therefore, currency fluctuations may have an impact on the amount you pay at your accommodation. Tourist taxes may vary by factors such as duration, star rating and season and may change after booking depending on the rules in place at your holiday destination. Where we are notified of any new tourist taxes, or of a change to the existing tourist taxes payable, we will do our best to let you know before your holiday.

c) When you make a booking you must pay a deposit, the amount of which will be advised at the time of booking. The date at which the balance of the price of your travel arrangements must be paid will also be confirmed to you at the time of booking and will be shown on your confirmation.

If you book within the period after the balance payment is normally due, you must pay the total cost of your flight or holiday booking.

d) All payments due can be made by credit or debit card or by bank transfer. There is no charge for paying by debit card, credit card or bank transfer.

If you fail to pay the deposit and/or balance in time (or in the event that you or any person on your booking attempts to deceive us, makes a fraudulent payment, provides fraudulent information at any point in relation to a booking), we reserve the right to, among other things, cancel your holiday as set out in clause 8. If you cancel your booking, the cancellation charges will be applied in accordance with the scale set out in clause 6 "If you cancel your holiday".

e) Where accommodation, travel or other arrangements are purchased from suppliers in currencies other than £ sterling, these are priced at an exchange rate applied at the time of programme planning.

f) Changes in transportation and accommodation costs, including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports and exchange rates, mean that the price of your travel arrangements may change after you have booked. However, there will be no change within 20 days of your departure.

If your holiday cost has increased due to the above, we will contact you and ask you to make payment to us. If this results in an increase equivalent to more than 8% of the price of your travel arrangements, you will have the option of accepting a change to another holiday if we are able to offer one (we will refund any price difference if the alternative is of a lower value), or cancelling and receiving a full refund of all monies paid, except for any amendment charges.

Should you decide to cancel you must do so within the time period shown on your final invoice.

g) Should the price of your holiday go down due to the cost changes mentioned above, then any refund due will be paid to you. We will deduct from this refund our administrative expenses incurred. Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

5. If you change your flight or holiday booking

If, after your confirmation invoice has been issued, you wish to change your travel arrangements in any way (for example your chosen departure date or accommodation or a passenger name), we will do our utmost to make these changes, but it may not always be possible. Any request for changes to be made must be in writing from the person who made the booking. You will be asked to pay an administration charge and any further cost we incur in making this alteration.

Details of our amendment policy and administration charges can be found by visiting www.flydirect.co.uk/amendment-policy or by calling our reservations office. If all names change on a booking, then this will be treated as a cancellation and charges will apply as outlined in clause 6. You should be aware that these costs could increase the closer to departure date that changes are made and you should contact us as soon as possible, should you need to amend or cancel a booking.

Amendments may not be possible to some accommodation and travel elements booked on a non-refundable basis. These terms will be clearly advised at the time of booking.

6. If you cancel your flight or holiday booking

You, or any member of your party, may cancel your travel arrangements at any time. Written notification from the person who made the booking on your behalf must be received at our offices. Since we incur costs in cancelling your travel arrangements, you will have to pay the applicable cancellation charges up to the maximum shown in clause 8.

With the exception of any non-refundable elements, cancellations made within 24 hours of booking, due to a booking error, will be subject to a £50 administration fee, in lieu of cancellation charges. A request for cancellation must be received in writing within 24 hours of the booking date, by the person who made the booking.

If you do not present yourself for your outbound flight, we will treat this as a cancellation by you and we will cancel all of your travel arrangements (including but not limited to your transfers, accommodation, and inbound flight where applicable) and you will not be entitled to any refund or compensation.

Exception: You can cancel your booking before departure without paying cancellation charges if the performance of your package, or the carriage of passengers to your destination, is significantly affected by unavoidable and extraordinary circumstances in destination or its immediate vicinity (examples of which are included in clause 8 below). If you wish to cancel for this reason please notify us. If we agree that you are entitled to cancel for this reason, we will arrange for your booking to be terminated and for you to receive a full refund for the holiday, except for any previously incurred amendment fees. We will observe advice provided by the UK Foreign, Commonwealth and Development Office against all, or all but essential, travel to a particular destination.

7. If we change your flight or holiday booking

It is unlikely that we will have to make any changes to your holiday arrangements, but we do plan the arrangements many months in advance. Occasionally, we may have to make changes and we reserve the right to do so at any time.

Insignificant changes: Sometimes facilities described on our website may be withdrawn for reasons beyond our control. Where possible, we will tell you about the withdrawal of any advertised facility which might impact your holiday as soon as possible. Insignificant changes include alteration of your outward/return flights by less than 12 hours, an additional airport stop enroute to your final destination, changes to aircraft type, change of accommodation to another of the same standard, change of embarkation or disembarkation point to another in the same city or region and changes of carriers.

No compensation is payable for insignificant changes to your holiday.

Significant changes: If we are constrained by circumstances beyond our control to alter significantly any of the main characteristics of the travel services that make up your package you will have the rights set out below.

Examples of a significant change are: a complete change of destination or resort; a change of more than 12 hours to the time you depart to or from your destination; or if we downgrade your accommodation by one full star rating (where applicable).

If we have to make a significant change to your holiday, we will inform you as soon as reasonably possible (provided there is time before your departure.) You will have the choice of either accepting the change of arrangements, accepting an offer of alternative travel arrangements of comparable standard from us if available (we will refund any price difference if the alternative is of a lower value), or cancelling your booked holiday and receiving a full refund of all monies paid for the holiday, except for any amendment fees. We will tell you the procedure for making your choice at the time. We will pay compensation as detailed below for all significant changes except where the significant change is due to “unavoidable and extraordinary circumstances”.

Please note - In the event that we notify you of a significant change to your package holiday and you do not respond to confirm which option you wish to accept as set out above, we will send a further reminder with a further request to confirm your final decision. If we fail to hear from you following the additional reminder, we reserve the right to cancel your booking and you will receive a full refund for the holiday, except for any amendment fees.

In accordance with EU regulations 2111/2005 we are required to advise you of the actual carrier operating your flight. This will be shown on your booking confirmation. Any changes to the actual airline after you have received your ticket information will be notified to you as soon as possible and in all cases at check-in or at the boarding gate. Such a change is deemed to be a minor change.

8. If we cancel your flight or holiday booking

We aim to provide your holiday as booked, but we do reserve the right to cancel your holiday at any time (although we will not cancel your holiday within 8 weeks of departure other than in the circumstances described in the table below).

If we do cancel your holiday:

Reason for cancellation	What will happen?
You have not paid us any sum due for your holiday.	If we cancel your holiday for this reason, you will not be entitled to a refund of any deposit paid. We will not pay you any compensation. Cancellation charges as set out in clause 5 will apply.
We can no longer provide the holiday as a result of unavoidable and extraordinary circumstances.	If we cancel your holiday for these reasons, you can either (i) have a refund of any money that you have paid for the holiday, except for any amendment fees; or (ii) accept an alternative holiday of a comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value). We will not pay you any compensation.
The minimum number of customers required for a travel arrangement has not been reached.	
There has been a pricing error.	If we cancel your holiday for any of these reasons, we will refund any money paid for the holiday, except for any amendment fees, to the card which was used to purchase the holiday. We will not pay you any compensation.
We reasonably believe that there has been a fraudulent payment or a booking has been made for fraudulent or illegitimate purposes.	
You owe us money (other than the sums due for this holiday).	
You have not presented yourself for your outbound flight, and as a result, your travel arrangements (including but not limited to your transfers, accommodation, and inbound flight where applicable) has been cancelled.	If your holiday is cancelled for this reason, you will not be entitled to a refund or any compensation.

	IF WE MAKE A MAJOR CHANGE TO YOUR HOLIDAY	IF WE CANCEL YOUR HOLIDAY	IF YOU CANCEL YOUR HOLIDAY
Period before departure within which notice of cancellation or major change is received by us or notified to you		Amount you will receive from us	Amount of cancellation charge (see Point 1)
More than 56 days	Nil	Deposit only	Deposit only
56 - 43 days	£5	Deposit only	50% or deposit if greater
42 – 29 days	£10	100% of holiday cost + £10	70% or deposit if greater
28 - 15 days	£15	100% of holiday cost + £15	90% or deposit if greater
14 - 8 days	£20	100% of holiday cost + £20	100%
7 - 3 days	£25	100% of holiday cost + £25	100%

2 days or less	£30	100% of holiday cost + £30	100%

The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

Unavoidable and extraordinary circumstances mean a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. These include as examples: war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions, epidemics and pandemic, and unavoidable technical problems with transport.

9. Travel delays

It is our policy that once you have checked in with your airline, that you are their responsibility. In common with many coastal locations, the Channel Islands and Isle of Man occasionally suffer from fog and sea mists. Adverse weather conditions can result in delays and diversions and even cancellation of some services. Transport may also be cancelled due to technical problems or unavoidable and extraordinary circumstances. Except where this leads to a significant alteration to contracted services, we will not be liable for any loss or expense incurred or obliged to refund any payment for unused accommodation or services at your destination.

Should your travel be delayed or cancelled, we recommend that you have sufficient funds to obtain additional meals and accommodation. These costs may be covered by travel insurance, which is strongly recommended.

10. Accommodation descriptions

C. I. Travel Group cannot accept responsibility for any representation of the accommodation, services or food provided with the accommodation which has been made to you directly by the hotel and not by or through ourselves. In the case of half-board bookings, we regret we are unable to compensate you for any meals missed due to late arrival at the hotel for any reason.

11. Assisted travel

We do everything we can to provide the highest level of service to all our customers. If wheelchairs are required at the airport, please advise us at the time of booking or a minimum of 7 days in advance of your departure date.

We cannot be held responsible if you fail to tell us about any assisted travel needs/requirements that will affect your holiday experience and this means we will not compensate you. In the event that an airline refuses to transport you (or to any member of your party) on the grounds of ill health or on the grounds of any other perceived problem with your physical or mental condition, we will not be liable for any and all consequences that arise from this.

For customers who require support or advice prior to booking, please call our customer services team on 03301 344 733

Please note that, whilst we will use our best endeavours to arrange transfers for passengers who need to remain in their wheelchairs, this may not be possible, so please check with us before booking transfers.

12. If you have a complaint

If you have a problem during your holiday, please inform the relevant supplier (e.g. your hotelier) and our office without undue delay and we will endeavour to put things right.

It is important that you communicate any complaint to the supplier of the services in question as well as our office without delay whilst in resort. If your complaint cannot be resolved locally you must make every effort to contact our office. Failure to follow this simple procedure, means that we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in resort and this may affect your rights under this contract. Please also see clause 3 above on ABTA.

If you wish us to investigate your complaint, then please follow this up within 28 days of your return home by writing to our Customer Services Department at the address shown on your confirmation giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you.

13. Our liability to you

If the contract we have with you is not performed or is improperly performed by us or our suppliers, we will pay you appropriate compensation if this has affected the enjoyment of your holiday arrangements. 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 holiday 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 a maximum of 2 times the cost of your holiday arrangements. 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. These terms are incorporated into this contract; 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 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 head office at C. I. Travel Group, Heron House, Jersey Airport, Jersey, JE1 1BW. Telephone: 01534 496600. Under passenger rights 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. Your right to a refund and/or compensation from us is set out in clause 6. If any

payments to you are due from us, any payment made to you by the airline will be deducted from this amount.

If it is impossible to ensure your return as scheduled due to unavoidable and extraordinary circumstances, we will bear the cost of necessary accommodation, if possible, of equivalent category, for a maximum of three nights. The limit doesn't apply to persons with reduced mobility and any person accompanying them, pregnant women and unaccompanied minors, or persons in need of specific medical assistance, provided that you notified us of these needs at least 48 hours before the start of your holiday.

Please note that this clause does not apply to any separate contracts that you may enter into for excursions or activities whilst on holiday.

14. Additional assistance

If you are in difficulty whilst on holiday and ask us to help we will provide appropriate assistance, in particular by providing information on health services, local authorities and consular assistance; and helping you to find alternative arrangements and any necessary phone calls/emails. You must pay any costs we incur, if the difficulty is your fault.

15. Passport, other ID, visa and immigration requirements

All passengers must hold a valid passport to travel. Your specific passport and visa requirements and any 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 security, passport, visa or immigration requirements.

It is most important that when making your booking that the names of each member of your party match exactly those shown in their passport. You should also check your confirmation to ensure these details are correct. We will not accept any liability if you have failed to comply with this requirement and, as a result, are denied boarding by the airline.

16. Minimum Ages

For flight-only bookings the minimum age to travel unaccompanied is 16 years at the date of departure. For those aged 16-17 years, a letter of authority to travel from a parent or guardian must be provided. For package holiday bookings the minimum age is 18 years at the date of departure. However, please note that certain hotels may have higher minimum age restrictions. If you are unsure, please check before placing a booking, as we cannot be held liable should the hotel refuse to accept your booking, due to a minimum age restriction. In this instance the booking will be treated as a cancellation & relevant charges applied.

Please note that in accordance with Air Navigation Orders, in order to qualify for infant status, a child must be under 2 years of age on the date of its return flight.

17. Excursions

Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of the 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.

18. Disruptive Behaviour

You must take responsibility for your own behaviour and that of your party. C. I. Travel Group can and will terminate your holiday arrangements if your behaviour is in our reasonable opinion, or in the reasonable opinion of any person in authority, disruptive, upsetting or dangerous to yourself or anyone else. We will not pay any refund, compensation or any costs or expenses incurred by you if we have to terminate the holiday arrangements due to your unacceptable behaviour. In this situation we will have no further responsibility for you (including any return travel arrangements). If your unacceptable behaviour means you're not allowed to board your outward flight we will treat your booking as cancelled from that moment. You will not be entitled to nor receive a refund for the unused part of your holiday. You will be responsible for paying for all damages occasioned by your behaviour.

19. Data Protection

Personal data relating to individuals shall be collected, processed, stored and used securely and in accordance with relevant data protection laws. Data may be collected (but not limited to) via our website, by email, live chat, enquiry form or over the telephone. Calls to C. I. Travel Group may be recorded for quality and training purposes. You consent to the collection, processing, storing and use of your personal data to enable us to perform the holiday. This may include providing your details to Governments, immigration, airlines, ferry operators, accommodation providers and other competent authorities and/or as may be required by law.

We work closely with review provider Feefo to gather and publish feedback on your holiday experience. Your email address, travel date and accommodation (if booked) are provided securely to www.feefo.com. You will receive an email on return from holiday with a review request.

Where consent is provided, we may use your data for the purposes of marketing holidays and travel offered by C. I. Travel Group Ltd. Customers are welcome to access their own personal details held on our files. Customers can also be removed from our mailing list at any time, on request.

To read our full privacy statement, please visit our privacy statement or write to our registered office address. C. I. Travel Group Ltd. is registered with the Jersey Information Commissioner's Office.

These terms and conditions are our own, as your tour operator. It is not issued on behalf of, and does not commit carriers mentioned therein or any carriers whose services are used in the course of your travel arrangements.