

Terms and Conditions

All bookings are subject to the following terms and conditions. Please read them carefully. In these terms and conditions "we" "us" and "our" means Avro PLC or Cosmos Holidays plc.

We sell flights. Your contract will be with us and is subject to the terms and conditions below.

The Head Office of Avro PLC & Cosmos Holidays plc is at Wren Court, 17 London Road, Bromley, Kent, BR1 1DE. Both companies are Registered in England – Avro No:1779584, Cosmos No:209864 and our Registered Address is Prospect House, London Luton Airport, Luton, Beds LU2 9NU. Both Companies are members of ABTA:- Avro No:V1021, Cosmos No:V0531. When you buy an ATOL protected flight from us, you will receive a confirmation invoice or email from us (or from our authorised Travel Agent if you didn't book direct with us) confirming your arrangements and your protection under our Air Travel Organiser's Licence number. Avro ATOL:1939 - Cosmos ATOL:2375. 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 have paid to us for an advance booking. For further information, visit the ATOL website at www.atol.org.uk.

When your travel agent or we confirm your booking, a legally binding contract between you and us, comes into existence.

Your contract with us and all matters and disputes which arise out of it is governed by English Law. We both agree that any dispute, claim or other matter will be dealt with by the English Courts unless you live in Northern Ireland or Scotland, in which case the courts of Northern Ireland or Scotland (as appropriate) will deal with any disputes.

N.B. Your calls may be recorded or monitored as part of our customer service training scheme. A copy of our privacy statement is published on our Websites:- avro.co.uk or cosmos-holidays.co.uk. Alternatively, you may wish to request a copy from us on 0871 423 8551. Calls to this number cost 10 pence per minute from a standard BT landline. Calls from other networks and mobiles may vary.

1. How do I make a booking?

You can make your booking through a travel agent or through our website www.avro.co.uk or by telephoning us direct on 0871 423 8550. Calls to this number cost 10 pence per minute from a standard BT landline. Calls from other networks and mobiles may vary. All monies you pay to one of our authorised travel agents for your booking with us will be held by the agent, until they are paid to us or refunded to you. Full payment for bookings made via our Website is required at the time of booking. For all other bookings you must pay a deposit, you will be advised of the amount at the time of booking. There may be an Administration Charge if you book within 8 weeks of departure.

Insurance premiums (if required) are due at the time you make your booking. You must pay the rest of your balance (if applicable) 12 weeks (84 days) before you depart. If for any reason the balance is not received by us or your Travel Agent on time, we or your Travel Agent will write and tell you that the payment is overdue. If it is still not received by us or your Travel Agent within 7 days of the written reminder being sent out, we will be entitled to treat your booking as cancelled by you and keep your deposit. If we do not cancel straight away because you have promised to make payment, you must in addition pay the cancellation charges shown in section 7 depending on the date we reasonably treat your booking as cancelled. If you book your travel arrangements 12 weeks or less before departure, you must pay the full cost at the time of booking.

Payment can be made by credit/debit card, but if you wish you may pay the balance by cheque or postal order. For any payments made by credit card, there will be a processing charge which will be advised to you at the time of booking.

2. Following confirmation of your travel arrangements, we will issue a confirmation invoice. Please check the invoice and all other documents you receive from us (including tickets and insurance details) as soon as you receive them. Contact us immediately if any information which appears on the confirmation seems to be incorrect or incomplete, as it may not be possible to make changes later. We regret we cannot accept any liability if we are not notified of any inaccuracies in any document within ten days of our sending it out (five days for tickets).

To the best of our knowledge all our published information is correct at the time of publication. It does not commit any of the carriers/independent organisations mentioned or any carrier whose services may be used by us in the course of any flights. Please note, advertised information and prices may have changed by the time you come to book your chosen travel arrangements. Whilst every effort is made to ensure the accuracy of information and prices, regrettably errors do occasionally occur. You must therefore ensure you check all details of your chosen arrangements with your travel agent or us at the time of booking. Where there appears to be an obvious pricing error your travel agent has an obligation to point out such pricing errors to us.

Our Obligation To You.

3. If we change or cancel your flight before you leave.

Our programme is planned many months in advance and occasionally we may have to make changes to and correct errors in published details both before and after bookings have been confirmed and we may also cancel confirmed bookings. We must reserve the right to do so.

Occasionally, we have to make a "significant change". A significant change is a change made before departure which, taking account of the information you give us at the time of booking and which we can reasonably be expected to know, we can reasonably expect to have a significant effect on your travel arrangements. Significant changes are likely to include (but are not limited to) the following changes when made before departure.

A change in the time of departure or return by more than 12 hours from the original.

A change of your departure airport(except between any of Gatwick, Heathrow, Luton and Stansted).

A change of destination airport where the new destination airport is more inconvenient for you.

A change in your flight from a day flight to a night flight if the time of your departure has changed by more than 4 hours. A night flight is one planned to depart from the UK between 22.00 and 05.59 hours.

If after making your booking we are advised that an aircraft will stop en route, we will advise you as soon as reasonably possible. However, such a change will not constitute a significant change.

If we make a significant change or cancel your booking we will tell you as soon as possible. If there is time to do so before departure, we will offer you one of the following options.

(1) accept the change and receive compensation as shown in scale A below, or (2) cancel or accept the cancellation and receive a full refund with compensation as shown in scale B below or (3) (if we can and there is time to do so before departure), we will also offer you at least one alternative charter flight of equivalent or higher standard (if this is less expensive than your original flight we will refund the difference but if it is more expensive we will not ask you to pay any more) together with compensation as shown in scale A/B below as appropriate.

If you decide not to take the alternative we specifically offer you, you may purchase any other available flight from us at the applicable price. NB. The compensation shown below is the minimum we will pay you depending on the exact circumstances and the date the change or cancellation is made.

Minimum Compensation for each full fare-paying passenger:

Scale A If you accept		
No. of days notice we give you before departure		Compensation in £'s sterling
0 - 7 Days		40
8 - 14 Days		30
15 - 28 Days		20
29 - 56 Days		10
57 - 84 Days		5
85 Days or more		Nil
Scale B If you cancel		
No. of days notice we give you before departure		Compensation in £'s sterling
0 - 7 Days		20
8 - 14 Days		15
15 - 28 Days		10
29 - 56 Days		5
57 - 84 Days		5
85 Days or more		Nil

However, compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where we are forced to make a change or cancel as a result of any of the events listed in clause 4 (Important note) below. No compensation is paid for minor changes. A minor change is any change which we could not reasonably expect to have a significant effect on your travel plans. No compensation will be payable and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time).

Very rarely, we may be forced by "force majeure" (see clause 4) to change your return flight after departure but before the scheduled end of your time away. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result.

At the time of making your booking direct with us or through your travel agent, we will advise the most up to date timings before the booking is confirmed. Timings are for guidance only and may change. The actual timings will be shown on your tickets, which you must check very carefully. It is possible that timings may be changed even after tickets have been dispatched - we will contact you as soon as possible if this occurs.

4. Important Note.

Except where otherwise expressly stated in these Booking Conditions, we regret we cannot accept any liability, pay compensation or welfare expenses where the performance of our contractual obligations is prevented or affected or you otherwise suffer any damage or loss as a result of circumstances or events beyond our control. Such circumstances and events include (but are not limited to) war, threat of war, riots, civil strife, terrorist activity, industrial disputes, natural or nuclear disaster, fire, technical problems with aircraft or transport, closure or congestion of airports, runways, bad weather, epidemics or health risks, insolvency of airlines and all similar events beyond our control.

5. If you want to change or cancel your booking.

If you want to change your booking details in any way, we will try to help you, although we cannot guarantee that we will be able to do this. The following charges apply for changes in addition to any difference in price. If there is any increase in the fare available at the time you request any change, you will be liable to pay the higher fare. You will also have to pay any additional costs or charges incurred or imposed by any of our suppliers. We cannot transfer insurance premiums.

Name Change	
Time before departure when change request is received by us	Cost in £'s sterling per name change
84 days or more	30
57-83 days	30
29-56 days	30

15-28 days	30
0-14	50
Other Changes	
Time before departure when change request is received by us	Cost in £'s sterling per change
84 days or more	30
57-83 days	40
29-56 days	Cancellation charges apply
15-28 days	Cancellation charges apply
0-14 days	Cancellation charges apply

If you want to cancel the whole, or part of, your booking after we have accepted it, the passenger who made the booking must send signed instructions to your travel agent or us. We will ask you to pay cancellation charges on the scale shown below. These charges reflect our estimated loss as a result of dealing with your booking to the point of cancellation and any other losses we may sustain. If you have booked direct with us on the Web and have therefore paid in full at the time of booking, a sum equivalent to the current Deposit will be retained.

Cancellation charges

Time before departure when we receive change request.	Cancellation charges are shown as a percentage of the total booking cost (excluding any insurance premiums, credit card charges and amendment fees).
84 days or more	Deposit + Amendment fees
57-83 days	40%
29-56 days	60%
15-28 days	80%
0-14 days	100%

6. Fees.

APC, Insurance premiums, credit card charges and amendment fees are not refundable in the event of your cancellation. However, if you have taken our travel insurance you may be able to recover the cancellation charges less the applicable excess from the insurance company depending on the reason for your cancellation. Claims must be made to the insurance company direct.

7. Travel Insurance.

When you book travel arrangements with us, you must take out the travel insurance we offer or another policy that offers the same or greater protection. You have the right to cancel the policy you purchase from us, and receive a full refund if you cancel our insurance within 14 days of making the booking, providing that you have not travelled or made a claim on the policy. The cost of medical treatment, repatriation and other services overseas can be high. An insurance policy cannot be transferred to another person under any circumstances. Please read your policy details carefully and take them with you when you travel. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs. We do not check alternative insurance policies.

8. Behaviour.

You must be responsible for the behaviour of yourself and your party. We can refuse to accept you as a customer, or refuse to continue dealing with you by terminating your arrangements, if your behaviour, or the behaviour of any member of your party, is, or is likely to be, in our reasonable opinion, or in the reasonable opinion of the Captain of the Vessel, the Airline Pilot, Accommodation supplier, or any other person in authority, disruptive, upsetting or dangerous to yourself or anyone else, or if you have caused, or are likely to cause, damage to property. We will not pay any refund, compensation or any other sum whatsoever or any costs or expenses incurred by you or your party if we have to terminate your arrangements due to any of the above or similar unacceptable behaviour. In this situation we will have no further responsibility for you (including your return travel arrangements). If your unacceptable behaviour means you are not able to board an outbound flight from the UK (or any ferry, train or other transportation) then we will treat your booking as cancelled from that moment, and you will be liable for any cancellation charges as shown in the table in Clause 5.

When you book with us, you accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss must be paid direct at the time to us or to any other supplier or any person in authority. If you fail to do so, you will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full legal costs) as a result of your actions.

9. Travel Documents.

The passport, visa and health requirements applicable at the time of printing to British citizens for the flights we offer are shown, on the Foreign and Commonwealth Office website: www.fco.gov.uk. A full British passport presently takes approximately 12 weeks to obtain although at certain times of the year this may be longer. Requirements may change and you must check the up to date position in good time before departure. The name and initials on passports must exactly match those on the ticket, or the person concerned will be refused carriage. British Citizens must hold a 10-year British Passport valid for at least 6 months after their return date of travel, and for certain destinations longer.

If you are travelling to the USA every traveller (including children) must have an (Electronic System for Travel Authority (ESTA) and their own machine-readable passport. Anyone without a machine-readable passport will need a visa to travel to the USA. ESTA is a web-based, on-line form for citizens and eligible nationals of the previous 'Visa Waiver Program'. To apply for advance authorisation to travel to the United States, you must go to:- <https://esta.cbp.dhs.gov>

In order to comply with UK and Foreign Government security requirements, you are required to go to a designated website & provide personal data as determined from time to time by the UK E-Borders Agency, Advance Passenger Information System (APIS) and "SecureFlight". See also our website for our Data Protection & Privacy Policy.

Information on traveller's health is available from the Department of Health in their leaflet "Health Advice for Travellers" available free from your local DoH office, or by calling 0800 555 777, on their website: www.nhs.uk/healthcareabroad where you will also find all the information you need about how UK Residents can obtain free or reduced-cost healthcare when visiting a European Union country using an EHIC Card. You can get a card from the NHS Website or by calling 0845 606 2030.

It is the party leader's responsibility to ensure that all members of the party are in possession of all necessary travel and health documents before departure. If you or any member of your party is not a British citizen or holds a non-British passport, you must check passport and visa requirements with the Embassy or Consulate of the country(ies) to or through which you are intending to travel.

10. Special Requests.

We will try to pass on any special requests you tell us about when you book but we cannot guarantee they will be met. We will not always be able to tell you before you leave if we cannot meet your special requests. If your special request is vital, it must be specifically agreed with us before or at the time you book your travel arrangements. We promise to comply with any special request which we have specifically agreed. General confirmation that a special request has been noted or passed on to the supplier or the inclusion of a special request on your Confirmation or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability.

11. If you have a problem

If you have a problem with any aspect of your flight, you must report it to the Airline or other supplier or their agent as soon as possible, certainly within 7 days. If your problem cannot be resolved, you must write to our Customer Services Department within 28 days of the date you travelled on the flight on which you experienced the problem, providing your booking reference.

We regret we cannot accept any liability if you fail to notify the complaint or claim entirely in accordance with this clause. Disputes arising out of or in connection with your contract that cannot be amicably settled may be referred to a scheme of Alternative Dispute Resolution (ADR) under a special scheme arranged by ABTA and administered independently by IDRS Ltd. The scheme provides for a simple and inexpensive method of conciliation, mediation, or arbitration on documents alone with restricted liability on the claimant in respect of costs. Full details will be provided on request or can be obtained from the ABTA website (www.abta.com). This scheme does not apply to claims for an amount greater than £5,000 per person. There is also a limit of £25,000 per booking form. Neither does it apply to claims, which are solely in respect of physical injury or illness or their consequences. The Scheme can however deal with compensation claims that include an element of minor injury or illness subject to a limit of £1,000 on the amount the arbitrator can award per person in respect of this element. The application for arbitration and statement of claim must be received by the IDRS within 9 months of the date of your return flight. Outside this time limit, arbitration under the Scheme may still be available if we agree, although the ABTA Code does not require such agreement.

12. Flight Information.

The flights referred to are planned to be operated by UK and European charter airlines including our sister company Monarch Airlines. We are not always in a position to confirm the airline, aircraft type and airport of destination which will be used in connection with any flight. We reserve the right to change airlines, aircraft types or destination airport at any time. Except for a change of destination airport, any such change will not constitute a significant change entitling you to cancel or take an alternative flight without paying our normal charges. All UK Charter Airlines have a strict no smoking policy throughout the aircraft.

In accordance with EU Directive – (EC) No.2111/2005, Article 9, we are required to bring to your attention the existence of a 'Community list', which contains details of air carriers that are subject to an operating ban within the EU Community. The Community list is available for inspection at www.europa.eu.int

13. Conditions of suppliers.

Independent suppliers provide the services, which make up your flights. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International. Copies of the relevant parts of these terms and conditions are available on request either from us or from the supplier concerned.

14. Liability.

In respect of the Charter flights we sell we enter into a direct contract with you to ensure that you are protected by CAA ATOL Regulations (see above). In the event that we are found liable in relation to the flight itself or for the airline's acts or omissions in any respect or on any basis whatsoever, the maximum amount of compensation we will have to pay you will be limited to the maximum amount the airline would have to pay you in accordance with applicable International Convention(s) or Regulation(s) (for example, the Warsaw Convention as amended, and the Montreal Convention 1999 for international travel by air and/or for airlines with an operating licence granted by an EU country, the EU Regulation on Air Carrier Liability No. 2027/97 as amended by EC Regulation No. 889/2002 for national and international travel by air). Please note, the airline is also entitled to limit its liability to you in accordance with such applicable International Convention(s) or Regulation(s). Where an airline would not be obliged to make any payment to you under the applicable International Convention or Regulation in respect of a claim or part of a claim, we similarly are not obliged to make a payment to you for that claim or part of the claim. Similarly, any claims under EC Regulation 261/2004 – the Denied Boarding Regulations 2004 must be pursued directly with the airline responsible. When making any payment, we are entitled to deduct any money which you have received or are due to receive from the airline for the complaint or claim in question.

Air carrier liability notice for passengers and their baggage.

NB. The information notice below is required to be given by European Community Regulation (EC) No. 889/2002. This notice cannot be used as a basis for a claim for compensation, nor to interpret the provisions of the Regulation or the Montreal Convention. It does not form part of the contract between the carrier(s) and you. No representation is made by the carrier(s)

as to the accuracy of the contents of this notice.

Please note however that the notice is inaccurate. It states that for damages up to 100,000 SDRs the air carrier cannot contest claims for compensation. However, the Regulation and the Montreal Convention state that for damages up to 100,000 SDRs in respect of death or bodily injury caused by an accident on board the aircraft or during embarking or disembarking, the carrier cannot exclude or limit its liability except where there is contributory negligence. Also the limit of the air carrier's liability for baggage delays, destruction, loss or damage to baggage is 1,000 SDRs in total and not, for example, 1,000 SDRs in respect of delay and 1,000 SDRs in respect of damage where both have occurred to the same baggage. The statement that if the name or code of an air carrier is indicated on the ticket, that carrier is the contracting carrier, does not apply in all cases.

Compensation in the case of death or injury.

There are no financial limits to the liability for passenger injury or death. For damages up to 100,000 SDRs (approx. £95,000) the air carrier cannot contest claims for compensation. Above that amount, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault.

Advance payments.

If a passenger is killed or injured, the air carrier must make an advance payment to cover immediate economic needs within 15 days from the identification of the person entitled to compensation. In the event of death, this advance payment shall not be less than 16,000 SDRs (approx. £15,000).

Passenger Delays.

In case of passenger delays, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for passenger delay is limited to 4,150 SDRs (approx. £3,900).

Baggage Delays.

In case of baggage delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for baggage delay is limited to 1,000 SDRs (approx. £950).

Destruction, loss or damage to baggage.

The air carrier is liable for destruction, loss or damage to baggage up to 1,000 SDRs (approx. £950). In the case of checked baggage, it is liable even if not at fault, unless the baggage was defective. In the case of unchecked baggage, the carrier is liable only if at fault.

Higher limits for Baggage.

A passenger can benefit from a higher liability limit by making a special declaration at the latest at check in and by paying a supplementary fee.

Complaints on Baggage.

If the baggage is damaged, delayed, lost or destroyed, the passenger must write and complain to the air carrier as soon as possible. In the case of damage to checked baggage, the passenger must write and complain within seven days, and in the case of delay within 21 days, in both cases from the date on which the baggage was placed at the passenger's disposal.

Liability of contracting and actual carriers.

If the air carrier actually performing the flight is not the same as the contracting air carrier, the passenger has the right to address a complaint or make a claim for damages against either. If the name or code of an air carrier is indicated on the ticket, that air carrier is the contracting air carrier.

Time limit for action.

Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived.

Basis for the information.

The basis for the rules described above is the Montreal Convention of 28 May 1999, which is implemented in the Community by Regulation (EC) No 2027/97 (as amended by Regulation (EC) No 889/2002) and national legislation of Member States.

Essential Information.

1. What's included in the price?

- Flight(s) to and/or from your destination airport. All Airport and security charges in the UK and abroad and compulsory Government Taxes including APC and VAT.
- Hand baggage
One item of hand baggage per person.
Maximum weight of hand baggage must not exceed 5kg per person.

Total dimensions of hand baggage must not exceed 56cm x 45cm x 25cm.

2. And What's Extra?

a. Travel insurance: see section 7

b. An administration fee if tickets are collected at the airport. Please ask at the time of booking for further details

c. c. Hold Baggage - Your flight price does not include hold baggage (bags you check-in). However, you may add 20kg of hold baggage allowance when you book your flight. It is a good idea to book this in advance as you will be charged an excess fee if you arrive with hold baggage when you check-in at the airport prior to departure and it was not pre-booked.

d. Excess baggage charges and fees for carriage of sport or other equipment Most Airlines levy a charge for the carriage of golf clubs and a non-refundable administration fee for the provision of oxygen. For further information and prices please contact us on 0871 423 8551. Calls to this number cost 10 pence per minute from a standard BT landline. Calls from other networks and mobiles may vary.

e. Anything else not specifically included in the cost of your chosen flights

f. An arrival tax of £10 is required in Turkey, payable in sterling, Scottish notes or Euros. Baggage allowances may be subject to change at any time, so please double check these details prior to travel.

3. When can I expect to receive my tickets?

There is an increasing trend towards e-tickets / ticketless travel, but normally, you will receive your tickets about 3 weeks before departure. If you book your flights close to your departure date, it may be necessary to collect your tickets at the point of departure and a fee for this service will be charged at the time of booking.

4. Infants.

An infant requires a passport. Infants have no baggage allowance. One infant less than 2 years old on the date of the return journey, may sit on a parent's lap on a flight for which there will be a fee. You may purchase a seat for your infant provided you bring along an approved child's car seat. Further information is available upon request.

5. Unaccompanied Minors.

We may only accept bookings made by an "adult" – i.e, a person aged 18yrs or older. Children under 16 years of age on the date of travel must be accompanied by someone aged 16 years or over. Please contact us for more details.

6. When should I check in?

Please check-in for your flight approximately 2.5 hours before the departure time on your ticket. We are unable to confirm specific seats. If you arrive at the Airport later than the specified check-in time we will not accept responsibility if you are unable to travel. Your ticket cannot be transferred or refunded. For security reasons all members of your party must be present when checking in for a flight.

7. Information about my destination.

There may be information from the Foreign Office relating to the country you are visiting. For details you can check on CEEFAX BBC2 pages 470 onwards, or by telephoning the Foreign Office on 0845 850 2829 or visiting their website at www.fco.gov.uk. You can also contact your travel agent.

8. Are there any health regulations?

If you are pregnant, please check to ascertain whether the airline on which you will be flying will accept your reservation as restrictions may apply, before you confirm your booking. Lengthy periods of immobility can increase the risk of Deep Vein Thrombosis (DVT), but there are simple steps you can take to reduce susceptibility. Take plenty of non-alcoholic drinks, get up and move about whenever possible, do some simple leg and foot exercises. Your airline may demonstrate the type of exercise. Consult your GP if you are concerned about your fitness to fly.

Valid for all bookings made from 1 October 2009

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