

KK XPRESS TRAVEL LTD

Ultimate journey...creates memory

48 Halstead Street, Leicester, LE5 3RD



Terms and Conditions

www.kkxpresstravel.online

YOUR CONTRACT - PLEASE READ THIS CAREFULLY BEFORE YOU BOOK

These booking terms and conditions govern all bookings that you make with Travel Trolley. Please read them carefully as they set out our respective rights and obligations. In these booking conditions references to "we" and "us" indicate Travel Trolley (the Company) and references to "you" and "your" include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred. Your use of this website is expressly conditioned on your acceptance of the following terms and conditions. If you do not agree with any part of the following terms and conditions, you must not use this site.

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

Package Holidays

Where you book a combination of flights (or other transport arrangements), accommodation or car hire and any other tourist services accounting for a significant proportion of the holiday, for the purpose of the same trip or holiday, as defined in clause 24, this will create a package for the purposes of the Package Travel and Linked Travel Arrangements Regulations 2018. Travel Trolley will accept responsibility as the package organiser and your payments will be financially protected by us. This booking will be a "Package Holiday". Please see section A and B of these Booking Conditions for the terms that apply to Package Holidays and for the full definition of what constitutes a package holiday.

Single Component Transport & Accommodation Bookings

You can also purchase separate, individual elements from us (e.g. accommodation only or flight only). In these circumstances, we will always act as an agent on behalf of the supplier of the arrangements in question ("Supplier/Principal"). Please see Section A and C for the terms and conditions which apply to your booking.

SECTION A - APPLICABLE TO ALL BOOKINGS

1. Booking Your Travel Arrangements

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

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

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

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

Bookings made online: If you book online, you must provide us with all the information which we require. Online bookings are processed automatically and it is your responsibility to ensure that all the information you provide including but not limited to the travel details is accurate and correctly entered online; that you make the right selection of flights, hotels, or any other arrangement you book with us; that passenger information is entered as it appears on the passport. We hold no responsibility for any discrepancy whatsoever in the information that you provide or the way it is entered online. You agree that any such discrepancy/error while entering the information or while selecting the arrangements may lead to additional costs which will be borne by you. You must also ensure that the credit or debit card you are using is your own (or, subject to our acceptance, if it is a third party's you have their express authorisation, to use their credit or debit card) and that sufficient funds are available to cover the cost of the arrangements which you book with us. When we receive and accept your booking we will process it (subject to availability) and debit payment from you. From this point cancellation charges will apply. Confirmation e-mail and invoice will be sent to you. As soon as you receive the confirmation email and invoice, please check the details carefully and inform us immediately if anything appears to be incorrect as it may not be possible to make changes later. Any changes to the booking after it has been made will attract additional cost payable by you including charges of the suppliers as well as administration fee as applicable. We do not make any representation or warranty as to the availability of any package holiday, flight or Individual Components after you have submitted your booking request nor that our booking services are free from infection of viruses or anything else that has a contaminating or destructive effect on your property.

Bookings made by telephone: If you make a booking by telephone you must provide us with all the information which we require. You must also ensure that all information which you provide is accurate and that passenger information is provided as it appears on the passport. You must also ensure that the credit or debit card you are using is your own or, subject to our acceptance, if it is a third party's you have their express authorisation to use their credit or debit card and that sufficient funds are available to cover the cost of the arrangements which you book with us. Please note that a telephone booking confirmation is as firmly confirmed as if it were made/confirmed in writing immediately. We do not make any representation or warranty as to the availability of any package holiday, flight or Individual Components until you make the payment and the same is confirmed. If we accept your booking we will process it (subject to availability) and debit payment from you. From this point cancellation charges will apply. We will send you a confirmation and/or ticket and invoice. As soon as you receive the confirmation and/or ticket and invoice, please check the details carefully and inform us immediately if anything appears to be incorrect as it may not be possible to make changes later. Any changes to the booking after it has been made will attract additional cost payable by you including charges of the suppliers as well as administration fee as applicable.

2. Payments

You must pay the balance by the due date shown on the confirmation invoice. Please note for some telephone bookings full payment may be required IMMEDIATELY i.e. before you receive the confirmation invoice. If this applies you will be advised when the booking is made. It is very important that you pay balances when due because failure to do so may lead to the cancellation of your holiday/flights and still leave you liable to pay cancellation charges. Where an extra "booking charge" applies this will have been advised at the time of booking. All cheque payments require 7 days to clear. Until full payment has been received the price of your booking may increase as a result of fuel or other surcharges which may be imposed by suppliers. Please note we do not accept responsibility for cash sent by courier or post, even if sent by registered or recorded delivery post or any other special delivery.

3. Data Protection Policy

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

4. Passports, Visa and Health Requirements

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

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

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

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

5. Health

Recommended inoculations for travel may change at any time and you should consult your doctor on current recommendations before you depart. As per Foreign Commonwealth and Development Office (FCDO) advice you should visit your health professional at least 4 to 6 weeks before your trip to check whether you need any vaccinations or other preventive measures. Country specific information and advice is published by the National Travel Health Network and Centre on the [TravelHealthPro](#) website and by NHS (Scotland) on the [fitfortravel website](#). Useful information and advice about healthcare abroad is also available on the [NHS Choices website](#). It is your responsibility to ensure that you obtain the recommended inoculations, take all recommended medication and follow all medical advice in relation to your trip.

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

6. Special Requests and Medical Problems

If you have any special requests, please advise us at time of booking. Although we will endeavour to pass any such requests on to the relevant supplier, we regret we cannot guarantee any request will be met.

The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part. We do not accept bookings that are conditional upon any special request being met. If you have any medical problem or disability which may affect your arrangements, you must advise us in writing before of booking giving full details. Regrettably, many overseas destinations do not have even basic facilities required by disabled travellers. We may require you to produce a doctor's certificate certifying that you are fit to participate. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.

7. Behaviour

You accept responsibility to ensure that you & the members of your party do not behave in a way which causes offence to others or risks any loss or damage to property belonging to others. Payments for any such damage or loss must be made at the time direct to the accommodation owner or manager or other supplier. You indemnify us against any claims (including legal costs) subsequently made against us as a result of your actions. We expect all clients to have consideration for other people. If in our reasonable opinion or in the opinion of any other persons in authority you are behaving in such a way to cause or to be likely to cause distress, danger or annoyance to any third party or damage to property, we reserve the right to terminate your arrangements without notice. In this situation your total booking with us, including your return transportation arrangements, will immediately cease and we will not be responsible for paying any costs, expenses, refunds or compensation. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you.

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

8. Compliance with laws

It is also your responsibility to comply with the laws, customs, foreign exchange and the drug regulations of the countries visited. We and/or our representatives reserve the right to cancel your holiday at any time if in our reasonable opinion you are found to be behaving in a socially unacceptable manner or indulging in illegal activities, without any liability to you for any refund and legal claim.

9. Insurance

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

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

10. Telephone Calls

We reserve the right to record telephone calls for quality assurance and training purposes and to ensure that our customer service is constantly reviewed.

11. Claims and Complaints

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

If you wish to complain when you return home, write to the Supplier/Principal. You will see the name and address plus contact details in any confirmation documents we send you. We will of course assist you with this if you wish - please contact Customer Services. If the matter involves us and it cannot be resolved then it can be referred to the Travel Trolley Arbitration Scheme provided by Hunt ADR, the details of which are below.

Where you have booked a package holiday with us, please inform the relevant supplier (e.g. your hotelier) immediately and contacting us on the numbers listed on our website. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to our Customer Services Department giving your booking reference and all other relevant information. It is strongly recommended that you communicate any complaint to the supplier of the services in question without delay and complete a report form whilst in resort. If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in resort and this may affect your rights under this contract.

12. Arbitration

If you have followed our complaints procedure set out at clause 11 and we have reached 'deadlock' (meaning we cannot resolve your complaint), you may apply for arbitration through the Travel Trolley Arbitration Scheme, administered by Hunt ADR. The application form may be accessed here: <https://dashboard.travelarbitration.co.uk/dashboard/complaint.php>. Arbitration will be subject to the Arbitration Rules, which will be provided to you on request.

13. Construction Work

There may always be minor refurbishment and maintenance being carried out at properties and most of these won't affect your holiday adversely..

14. Conditions of Suppliers

Many of the services which make up your holiday are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions which will form part of your contract with us or the applicable supplier. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions are available on request from ourselves or the supplier concerned.

15. Jurisdiction

These Booking Conditions and any agreement to which they apply are governed in all respects by English law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Courts of England and Wales only. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you live in those places and if you wish to do so.

16. Flights and Flight Travel Documents

Please note that a flight described in your flight ticket as "direct" will not necessarily be non-stop. All departure/arrival times on your flight ticket are provided by the airlines concerned and are estimates only. They may change due to air traffic control restrictions, weather conditions, operational/maintenance requirements and the requirement for passengers to check in on time.

We are unable to make any special arrangements for you if you are delayed; these matters are at the sole discretion of the airline concerned.

In relation to flights, an infant must be under 2 years of age on the date of their return flight to be entitled to the infant fare level which is usually 10% of IATA's published fare.

Please note that where a sector of a flight itinerary is not utilised without contacting the carrier directly any remaining sectors may be subject to cancellation without further notification. Where this situation arises we are unable to accept responsibility for any costs incurred.

Please note the existence of a "UK Air Safety list" (available for inspection at <https://www.caa.co.uk/Commercial-industry/Airlines/Licensing/Requirements-and-guidance/Third-Country-Operator-Certificates/>) detailing air carriers that are subject to an operating ban within the UK.

We reserve the right to change the airline in the event that the airline is blacklisted under the UK Air Safety List. Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible and in all cases at check-in or at the boarding gate.

17. Reconfirming all Flights

You must telephone us or the airline at least 72 hours before the departure time shown on your ticket to confirm that there have been no changes. This applies to both outbound and return flights. We will not be liable for any additional costs due to your failure to reconfirm flights. Reconfirming your flight at least 72 hours before departure is a minimum requirement.

18. Travel Documents Checking and Despatch

Travel documents will be sent by email. It is your responsibility to check that all travel documents issued are correct. Any inaccuracies must be notified to us immediately. If you do not contact us immediately we cannot accept any liability and any changes may incur additional cost as applicable. The address for sending all documentation will be that given at the time of booking unless requested otherwise. Travel documents will not be sent until we receive the full payment in the cleared funds. Documents will normally be sent 7 days before departure. Sending travel documents by post or fax is subject to company's discretion and will involve additional cost. In the event of travel document lost or delayed in delivery, it will be your responsibility to pay additional expenses incurred by us to arrange and send duplicate travel documents. Late bookings may also require Special/Courier delivery of documents in which case we will tell you the charges at the time of booking.

A number of Governments are introducing new requirements for air carriers to provide personal information about all travellers on their aircraft to the Authorities before the aircraft leaves the UK. The data will be collected either at the airport when you check in or in some circumstances when, or after you make your booking. Accordingly, you are advised to allow extra time to check in for your flight. Where we collect this data, we will treat it in accordance with our privacy policy.

19. E-Tickets

Some airlines offer only electronic confirmation of your reservation, or 'e-ticketing', on certain routes. If you are travelling on an e-ticket route we can at your request provide you with a paper ticket where permitted. Where you make a request for a paper ticket, an administration fee of £10 per ticket will be levied in addition to any applicable airline charge.

20. Airline Ticket Refunds

You will be required to pay a per ticket cancellation charge imposed by the airline or the consolidator pursuant to their terms and conditions. Air tickets refunds are also subject to a per ticket administration charge, irrespective of the number of tickets for which refund is applied. There is no automatic right to a refund and when you send us a cancellation request, we will forward it to the respective airline or consolidator to assess eligibility for a possible refund in accordance with the relevant airline's or consolidator's terms and conditions.

If a recoverable air ticket refund is less than the applicable administration charge as stated above, the ticket will be deemed to be fully non-refundable. The per ticket administration fee will be levied on any non-refundable ticket where a tax refund application is made by us at your request and on your behalf. If the recoverable tax components for your ticket are less than the administration fee the ticket will be deemed to be fully non-refundable. Refunds will not be paid to you until they have been received by us from the relevant airline or consolidator. In the case of airline ticket refunds this is normally 4 to 5 weeks from the point your cancellation request is submitted for consideration to the airline.

21. Flight Changes

Should your flight be cancelled your rights and remedies will be governed by the airline's conditions of carriage. As a result you may be entitled to: (a) Carriage on another flight with the same airline without additional costs; (b) Re-routing to your destination with another carrier without additional costs; (c) Receiving a full refund; or (d) Some other right or remedy.

If a schedule change occurs to your itinerary prior to our receipt from you of the full price, or prior to the issue of your tickets (on either the outbound or return flight) we will do our best to notify you on behalf of the carrier.

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

22 Departure Taxes

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

SECTION B: BOOKING CONDITIONS FOR PACKAGE HOLIDAYS

This section only applies to Package Holidays organised by Travel Trolley. This section B will apply to your booking in addition to Section A.

23. Definition of a Package

Where your booking is for a Package, as defined below, we will act as a "Package Organiser" and you will receive the rights and benefits under the Package Travel and Linked Travel Arrangements Regulations 2018 ("PTRs"), as outlined in Section B of these Booking Conditions..

A "Package" exists if you book a combination of at least two different types of the following individual travel services, for the purpose of the same trip or holiday:

- (a) transport; or
- (b) accommodation; or
- (c) rental of cars, motor vehicles or motorcycles (in certain circumstances); and
- (d) any other tourist service not intrinsically part of one of the above travel services,

provided that those travel services are purchased together from a single visit to our website and selected by you before you agree to pay; or are advertised, sold or charged at an inclusive or total price; or advertised or sold under the term "package" or a similar term.

IMPORTANT NOTE: Please note that where you have made a booking which consists of not more than one type of travel service as listed at (a) - (c) above, combined with one or more tourist services as listed at (d) above, this will not create a Package where the tourist services:

- do not account for 25% of the value of the combination and are not advertised as, and do not otherwise represent, an essential feature of the package; or
- are selected and purchased after the performance of the transport, accommodation or car rental has started.

These bookings will be treated as "Single Component" bookings with Travel Trolley acting as agent for the Supplier/Principal and will not be afforded the benefit of the rights under the PTRs.

Where you have booked a Package, we will accept responsibility for it in accordance with these Booking Conditions as an "organiser" in accordance with the Package Travel and Linked Travel Arrangements Regulations 2018.

24. Acceptance of Booking

We reserve the right to increase or decrease brochure prices and to change any information in our brochures or on our website before a booking is made. You will be told the correct up to date price before you book.

Once you choose a holiday & agree the price, please complete the booking form and send it to us together with a non-refundable deposit of £150 per person and the insurance premium (if required), or full payment if booking within 8 weeks of departure. In certain cases a higher deposit is payable e.g. booking the train Palace on Wheels or Royal Orient. Also some hotels, wildlife & beach resorts, especially during peak season at the Christmas/New year period, require a higher deposit or full payment (non refundable) to confirm the booking. We will advise you at the time of booking. On acceptance of the deposit and the satisfactorily completed booking form, we will issue a confirmation invoice and at this stage contract between you and us comes into existence. If your confirmed arrangements include a flight, we (or if you booked via an authorised agent of ours, that agent) will also issue you with an ATOL Certificate. Upon receipt, if you believe that any details on the ATOL Certificate or confirmation invoice or any other document are wrong you must advise us immediately as changes cannot be made later and it may harm your rights if we are not notified of any inaccuracies in any document within ten days of our sending it out (five days for tickets).

Payment of the balance due must be made 8 weeks prior to departure. If the balance is not received by the due date, we reserve the right to cancel the booking and retain the deposit.

Any money paid to an authorised agent of ours in respect of a booking covered by our ATOL is held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust at all times, but subject to the agent's obligation to pay it to us for so long as we do not fail financially. If we do fail financially, any money held at that time by the agent or subsequently accepted from the consumer by the agent, is and continues to be held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us.

25. Insolvency Protection for your Package

We provide financial security for ATOL protected flights and flight-inclusive packages organised us by way of our Air Travel Organiser's Licence (ATOL) with the Civil Aviation Authority (CAA) of CAA House, 45-59 Kingsway, London WC2B 6TE under ATOL number 5553. When you buy an ATOL protected flight or flight-inclusive package 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. For further information, visit the ATOL website at www.atol.org.uk. The price of our flight inclusive arrangements includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices. Not all holiday or travel services offered and sold by us will be protected by the ATOL Scheme. ATOL protection extends primarily to customers who book and pay in the United Kingdom.

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought (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.

If you book arrangements other than a package holiday from us, your monies may not be financially protected. Please ask us for further details.

26. Your Holiday Price

The price of your package holiday has been calculated using exchange rates quoted in www.xe.com as on the invoice date.

We reserve the right to increase the price of confirmed holidays solely to allow for increases which are a direct consequence of changes in:

- (i) the price of the carriage of passengers resulting from the cost of fuel or other power sources;
- (ii) the level of taxes or fees applicable to the holiday imposed by third parties not directly involved in the performance of the holiday, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; and
- (iii) the exchange rates relevant to the package.

Such variations could include but are not limited to airline cost changes which are part of our contracts with airlines (and their agents), cruise ship operators and any other transport providers.

You will be charged for the amount of any increase in accordance with this clause. However, if this means that you have to pay an increase of more than 8% of the price of your confirmed package holiday (excluding any insurance premiums, amendment charges and/or additional services or travel arrangements), you will have the option of accepting a change to another package holiday if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid to us, except for any insurance premiums and any amendment charges and/or additional services or travel arrangements. Should you decide to cancel for this reason, you must exercise your right to do so within 7 days from the issue date printed on your final invoice. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy.

Should the price of your package holiday go down due to the changes mentioned above, then any refund due will be paid to you less an administrative fee of £60. However, 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.

There will be no change made to the price of your confirmed package holiday within 20 days of your departure nor will refunds be paid during this period.

27. Alterations by You & Transfer of Booking

If you wish to alter your arrangements after your booking has been made, we will do our best to arrange this and, if possible, make these changes. Any request for changes must be made in writing by the person who made the booking (from the email ID registered with us at the time of booking). We will charge an amendment fee of £60 per person, and any other cost we incur in making the alteration. Scheduled airlines normally treat name changes as a cancellation and rebooking and this may incur a 100% cancellation charge in respect of the airfare.

If after the commencement of a tour you request any amendments to the agreed arrangements, or accommodation, we and/or our suppliers will do our best to implement such amendments, but cannot guarantee that it will be possible. In the event of any amendment you will be liable for any cancellation charges and / or additional costs that may be incurred by us and/or our suppliers.

Transfer of Booking: If any member of your party is prevented from travelling, that person(s) may transfer their place to someone else, subject to the following conditions:

- a. that person is introduced by you and satisfies all the conditions applicable to the arrangements;
- b. we are notified not less than 7 days before departure;
- c. you pay any outstanding balance payment, an amendment fee of £60 per person transferring, as well as any additional fees, charges or other costs arising from the transfer; and
- d. the transferee agrees to these Booking Conditions and all other terms of the contract between us.

You and the transferee remain jointly and severally liable for payment of all sums. If you are unable to find a replacement, cancellation charges as set out in clause 29 will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services

Important Note: Certain arrangements may not be amended or transferred after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements.

28. Cancellation By You

If you or anyone on your holiday booking decides to cancel the holiday you must notify us of the decision as soon as possible. Any notification by telephone must also be confirmed in writing or by e-mail (sent to email@traveltrolley.co.uk) within 24 hours by the person who made the original booking (from the email ID registered with us at the time of booking). Your notice of cancellation will only take effect when it is received in writing by us at our offices and will be effective from the date on which we receive it.

A cancellation invoice will be sent to you within 7 days. If you do not receive this please contact us immediately in order to prevent an increase in charges. Should you already be in receipt of your airline tickets please return these to us with your cancellation request. Since we incur costs in cancelling your arrangements, you will have to pay the cancellation charges as follows:

Period before departure in which you notify us	Cancellation Charge
57 days or more	Loss of deposit

56 – 29 days	50% of total holiday cost
28 – 15 days	65% of total holiday cost
14 – 4 days	80% of total holiday cost
Less than 4 days	100% of total holiday cost

Please note that insurance premiums and amendments charges are not refundable in any circumstances.

Certain travel arrangements cannot be changed or cancelled after they have been confirmed without incurring a 100% cancellation charge. If this is the case, we will tell you before you cancel.

We strongly recommend that you take out full insurance which will, in most cases, include cover against loss of deposit or cancellation fees.

We will deduct the cancellation charge(s) from any monies you have already paid to us.

Note: If, some, but not all-party members, cancel the holiday or part of it, additional charges may be payable by the remaining members.

Cancellation by You due to Unavoidable & Extraordinary Circumstances: You have the right to cancel your confirmed Package before departure without paying a cancellation charge in the event of "unavoidable and extraordinary circumstances" occurring at your holiday destination or its immediate vicinity and significantly affecting the performance of the holiday or significantly affecting the transport arrangements to the destination. In these circumstances, we shall provide you with a full refund of the monies you have paid but we will not be liable to pay you any additional compensation. Please note that your right to cancel in these circumstances will only apply where the Foreign Commonwealth & Development Office advises against travel to your destination or its immediate vicinity. For the purposes of this clause, "unavoidable and extraordinary circumstances" means warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination.

29. CHANGES & CANCELLATION BY US

As we can plan your holiday arrangements many months in advance we may occasionally have to make changes or cancel your booking and we reserve the right to do so at any time.

Changes: If we make an insignificant change to your holiday, we will make reasonable efforts to inform you or your travel agent as soon as reasonably possible if there is time before your departure but we will have no liability to you. Examples of insignificant changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same or higher standard, changes of carriers. Please note that carriers such as airlines used in the brochure may be subject to change.

Occasionally we may have to make a significant change to your confirmed arrangements. Examples of "significant changes" include the following, when made before departure:

- A change of accommodation area for the whole or a significant part of your time away.
- A change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away.
- A change of outward departure time or overall length of your arrangements by more than 12 hours.
- A change of UK departure airport except between:
 - The London airports: Gatwick, Heathrow, Luton, Stansted, London City and Southend
 - The South Coast airports: Southampton, Bournemouth and Exeter
 - The South Western airports: Cardiff and Bristol
 - The Midlands airports: Birmingham, East Midlands and Doncaster Sheffield
 - The Northern airports: Liverpool, Manchester and Leeds Bradford

• The North Eastern airports: Newcastle and Teesside

• The Scottish airports: Edinburgh, Glasgow, Prestwick and Aberdeen

- A significant change to your itinerary, missing out one or more destination entirely.

Cancellation: We will not cancel your travel arrangements less than 60 days before your departure date, except for reasons of *force majeure* or failure by you to pay the final balance. We may cancel your holiday before this date if, e.g., the minimum number of clients required for a particular travel arrangement is not reached.

If we have to make a significant change or cancel, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of:

i. (for significant changes) accepting the changed arrangements; or

ii. having a refund of all monies paid; or

iii. accepting an offer of alternative travel arrangements of a comparable or higher standard from us, if available (at no extra cost); or

iv. if available, accepting an offer of alternative arrangements of a lower standard, with a refund of the price difference between the original arrangements and the alternative arrangements.

You must notify us of your choice within 7 days of our offer. If we do not hear from you within 7 days, we will contact you again to request notification of your choice. If you fail to respond again, we will assume that you have chosen to accept the change or alternative booking arrangements.

Insurance: If we cancel or make a significant change and you accept a refund, we will provide a full refund of your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse your policy.

Compensation

In addition to a full refund of all monies paid by you, we will pay you compensation as detailed below, in the following circumstances:

- If, where we make a significant change, you do not accept the changed arrangements and cancel your booking;

- If we cancel your booking and no alternative arrangements are available.

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

Period before departure in which we notify you of a significant change	Compensation per person (excluding infants)
More than eight weeks	NIL
Between eight and two weeks	£30
Less than two weeks	£50

*IMPORTANT NOTE: We will not pay you compensation in the following circumstances:

- where we make an insignificant change;

- where we make a significant change or cancel your arrangements more than 60 days before departure;

- where we make a significant change and you accept those changed arrangements or you accept an offer of alternative travel arrangements;

- where we have to cancel your arrangements as a result of your failure to make full payment on time;

- where the change or cancellation by us arises out of alterations to the confirmed booking requested by you.

- where we are forced to cancel or change your arrangements due to Force Majeure (see clause 32).

If we become unable to provide a significant proportion of the arrangements that you have booked with us after you have departed, we will, if possible, make alternative arrangements for you at no extra charge and where those alternative arrangements are of a lower standard, provide you with an appropriate price reduction.

30. Our Responsibility for your Package Holiday

1) We will accept responsibility for the arrangements we agree to provide or arrange for you as an "organiser" under the Package Travel and Linked Travel Arrangements Regulations 2018 as set out below and as such, we are responsible for the proper provision of all travel services included in your package, as set out in your confirmation invoice. Subject to these Booking Conditions, if we or our suppliers negligently perform or arrange those services and we don't remedy or resolve your complaint within a reasonable period of time, and this has affected the enjoyment of your package holiday you may be entitled to an appropriate price reduction or compensation or both. You must inform us without undue delay of any failure to perform or improper performance of the travel services included in the package. The level of any such price reduction or compensation will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these Booking Conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your holiday. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.

(2) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:-

(a) the act(s) and/or omission(s) of the person(s) affected;

(b) the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or

(c) Force Majeure (as defined in clause 32).

3) We limit the amount of compensation we may have to pay you if we are found liable under this clause:

(a) loss of and/or damage to any luggage or personal possessions and money:

The maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are required to have adequate insurance in place to cover any losses of this kind.

(b) Claims not falling under (a) above and which don't involve injury, illness or death

The maximum amount we will have to pay you in respect of these claims is up to three times the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.

(c) Claims in respect of international travel by air, sea and rail, or any stay in a hotel:

i. The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can ask for copies of these Conventions from our offices. Please contact us. In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.

ii. In any circumstances in which a carrier is liable to you by virtue of the Denied Boarding Regulation 2004, any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier.

iii. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.

(4) It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these Booking Conditions.

(5) Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.

(6) Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description: (a) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or (b) relate to any business.

(7) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our brochure. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.

(8) Where it is impossible for you to return to your departure point as per the agreed return date of your package, due to "unavoidable and extraordinary circumstances", we shall provide you with any necessary accommodation (where possible, of a comparable standard) for a period not exceeding three nights per person. Please note that the 3 night cap does not apply to persons with reduced mobility, pregnant women or unaccompanied minors, nor to persons needing specific medical assistance, provided we have been notified of these particular needs at least 48 hours before the start of your holiday. For the purposes of this clause, "unavoidable and extraordinary circumstances" mean warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely back to your departure point.

31. Force Majeure

Except where otherwise expressly stated in these Booking Conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by "Force Majeure". For the purposes of these Booking Conditions, Force Majeure means any event beyond our or our supplier's control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside our or the supplier(s) concerned's control.

Brexit Implications: please note that certain travel arrangements may be affected as a result of the United Kingdom's decision to leave the European Union. This could include an unavailability of certain flight routes, access to certain ports and airports and changes to the visa requirements of British citizens travelling to, within or through the EU. Please rest assured that this is something we will continue to monitor and will advise our customers as soon as possible if we become aware of any confirmed bookings that will be affected. However, since this is something which is completely unprecedented and outside our control, we would treat any such changes as Force Majeure, and whilst we will endeavour to provide suitable alternative arrangements or refunds where possible, we will not be liable to pay you any compensation

32. Delays, Missed Transport Arrangements and other Travel Information

If you or any member of your party misses your flight or other transport arrangement, it is cancelled or you are subject to a delay of over 3 hours for any reason, you must contact us and the airline or other transport supplier concerned immediately..

Under UK Law, you have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at UK airports and will also be available from airlines. If the airline does not comply with these rules you should complain to the Civil Aviation Authority at www.caa.co.uk/passengers. Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your holiday price from us. If, for any reason, you do not claim against the airline and make a claim for compensation from us, you must, at the time of payment of any compensation to you, make a complete assignment to us of the rights you have against the airline in relation to the claim that gives rise to that compensation payment. A delay or cancellation to your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight.

We cannot accept liability for any delay which is due to any of the reasons set out in the Force Majeure clause of these Booking Conditions (which includes the behaviour of any passenger(s) on any flight who, for example, fails to check in or board on time).

The carrier(s), flight timings and types of aircraft shown in this brochure or on our website and detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. We shall inform you of the identity of the actual carrier(s) as soon as we become aware of it. The latest flight timings will be shown on your tickets which will be despatched to you approximately two weeks before departure. You should check your tickets very carefully immediately on receipt to ensure you have the correct flight times. If flight times change after tickets have been dispatched we will contact you as soon as we can to let you know.

33. Prompt Assistance

If, whilst you are on holiday, you find yourself in difficulty for any reason, we will offer you such prompt assistance as is appropriate in the circumstances. In particular, we will provide you with appropriate information on health services, local authorities and consular assistance, and assistance with distance communications and finding alternative travel arrangements. Where you require assistance which is not owing to any failure by us, our employees or sub-contractors, we will not be liable for the costs of any alternative travel arrangements or other such assistance you require. Any supplier, airline or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them. Subject to the other terms of these Booking Conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances, if you fail to obtain our prior authorisation before making your own travel arrangements. Furthermore, we reserve the right to charge you a fee for our assistance in the event that the difficulty is caused intentionally by you or a member of your party, or otherwise through your or your party's negligence.

34. Excursions

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

SECTION C: AGENCY BOOKINGS

Where you have booked a "Single Component" accommodation or transport booking where Travel Trolley is acting as an agent on behalf of the Supplier/Principal, this Section C will apply to your booking in addition to Section A above.

35. Your contract

When making your booking we will arrange for you to enter into a contract with the supplier of the travel arrangements in question (i.e. hotel/tour operator/airline or other supplier), ("Supplier/Principal"). As an agent we accept no responsibility for the acts or omissions of the Supplier/Principal or for the travel arrangements provided by the Supplier/Principal. The Supplier/Principal's terms & conditions will apply to your booking and we advise you to read these carefully as they do contain important information about your booking. Please ask us for copies of these if you do not have them.

A contract between you and the Supplier/Principal will come into force when we issue a confirmation invoice on behalf of the Supplier/Principal. Until your booking has been confirmed by the individual Supplier/Principal, no contract has been formed between you and the Supplier/Principal.

36. Payment

You will be required to pay a deposit or full payment at the time of booking. If you have paid a deposit, you must pay the full balance by the balance due date notified to you. If full payment is not received by the balance due date, we will notify the Supplier/Principal who may cancel your booking and charge the cancellation fees set out in their booking conditions.

Except where otherwise advised or stated in the booking conditions of the Supplier/Principal concerned, all monies you pay to us for arrangements will be held by us on behalf of the Supplier/Principal concerned until such time as we make payment to the Supplier/Principal in accordance with our agreement with the Supplier/Principal.

37. Changes & Cancellation By You

Any cancellation or amendment request must be sent to us in writing, by email (sent to info@kxpresstravel.online from the email ID registered with us at the time of booking), and will take effect at the time we receive it. Please ensure that you have received written confirmation of any changes to your booking prior to travel. Whilst we will try to assist, we cannot guarantee that such requests will be met. Amendments and cancellations can only be accepted in accordance with the booking conditions of the Supplier/Principal of your Arrangements. The Supplier/Principal may charge the cancellation or amendment charges shown in their booking conditions (which may be as much as 100% of the cost of the Arrangements and will normally increase closer to the date of departure). In addition you must pay us an administration fee of £60 per person per booking.

Air Ticket Refund: Many airline tickets are paid for in full at the time of booking and in case of cancellation, unless otherwise stated, they are non-refundable, non-changeable and non re-routable. In respect of any alteration to an APEX ticket or certain other special fare tickets, some suppliers (particularly airlines) may treat a name change as a cancellation and as such will not refund any monies.

Where an outbound portion of your flight coupon is not used the return sector will be automatically cancelled by the airline and no automatic right to a refund exists for such part-used tickets. All other partly used tickets are normally non-refundable and cancellations made within 24 hours of departure are non-refundable.

Please note: some Supplier/Principals do not allow changes and therefore full cancellation charges will apply.

38. Changes or Cancellations by the Supplier/Principal

We will inform you of any changes or cancellations as soon as reasonably possible. If the Supplier/Principal offers alternative arrangements or a refund, you will need to let us know your choice within the time frame we stipulate. If you fail to do so the Supplier/Principal is entitled to assume you wish to receive a full refund. We accept no liability for any changes or cancellations made to your arrangements by the Supplier/Principal under your contract with them.

39. Our responsibility for your booking

Your contract is with the Supplier/Principal and its terms and conditions apply. As agent, we accept no responsibility for the actual provision of the arrangements. Our responsibilities are limited to making the booking in accordance with your instructions. We accept no responsibility for any information about the arrangements that we pass on to you in good faith. However, in the event that we are found liable to you on any basis whatsoever, our maximum liability to you is limited to twice the cost of your booking (or the appropriate proportion of this if not everyone on the booking is affected). We do not exclude or limit any liability for death or personal injury that arises as a result of our negligence or that of any of our employees whilst acting in the course of their employment.

For online version of our terms and conditions see <https://www.kxpresstravel.online/terms-conditions/> on our website.