

"BY MAKING THIS BOOKING YOU EXPRESSLY AGREE TO OUR TERMS AND CONDITIONS AS SET OUT BELOW"  
**Terms & Conditions**

**IMPORTANT: Please read these Terms and Conditions before any booking. When you make a purchase, you agree to accept these Terms and Conditions.**

All correspondence regarding customer service or your booking should contact us [akalswiftconsultants@gmail.com](mailto:akalswiftconsultants@gmail.com) , 18 Manor Road, Gravesend, Kent, DA12 1AA.

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**1. 1.0 : Your Contract**

Please read this carefully before confirming your booking:

These booking terms and conditions cover all bookings made at Akal Swift Consultants and they will vary depending on whether you make a booking with us for a package holiday or whether you purchase flight only, accommodation only or other separate travel arrangements, ("Individual Components").

If you book Individual Components with us, we will make the booking as agent for the relevant supplier (s) (Travel Provider) (e.g. the airline, hotel supplier, insurance supplier or other ground supplier) and your contract will be subject to the supplier's own terms and conditions which could limit or exclude liability to you, often in accordance with international conventions. Copies of the supplier's terms and the international conventions are available on request.

If you book a flight only with us, your contract will be directly with the airline shown on the ticket. As soon as we have issued you with a valid ticket, our direct contract with you has been fulfilled.

**If you book a package holiday, your contract will be with Akal Swift Consultants . Please refer to the terms which apply to package holiday contracts which follow these website agency terms and conditions. If your booking is with an airline listed in Appendix 1 you are the principal and you are authorising us to act as your agent in arranging that booking.**

**A contract will come into existence between us only once we accept your booking and we receive your deposit (where permitted) or full payment via cleared funds. We reserve the right to refuse, at our sole discretion, any booking.**

We reserve the right to cancel any booking if we have made a mistake in relation to the price. We will ensure that we notify you of such mistakes within 24 hours of your booking, provided your travel has not started yet.

Please note that all services offered are subject to availability.

It is your responsibility to ensure that any information which you give us is accurate and that information which is given to you by us or any of our suppliers is passed on to all members of your party.

**IMPORTANT: Akal Swift Consultants strongly recommends that you take out travel insurance for any holiday, especially as there may be circumstances where neither Akal Swift Consultants nor the travel supplier can accept liability (eg delays or cancellations beyond our control).**

#### **1.1 : Travel Supplier terms and conditions**

The following applies to all products or services booked via our Site:

The Travel Supplier's terms and conditions (including airlines' fare rules) will apply in addition to those set out here. The Travel Supplier's terms and conditions may include provisions relating to payment procedures, default, liability, cancellations, changes of bookings and refunds (if available) and any other restrictions. Consequently, as you move through the Site you will see links to terms applying to specific Travel Supplier products (you are advised to read those terms carefully). However, please refer to your particular Travel Supplier for full details as to the applicable terms and conditions.

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

### **2. 2.0 : Your Information and Disclosure of Information**

Please check that all names, dates and timings are correct on the acknowledgement and advise us of any errors the same day. Please note that we will not accept any responsibility for incorrect information if we are not informed within this timeframe. Any changes to these details may incur an amendment fee in addition to any charges applied by the Travel Provider. Please ensure that the names given at the time of booking are the same as in the relevant passengers passport.

The booking information that you provide to us will be passed on only to the relevant Travel Providers of your travel arrangements or other persons necessary for the provision of your travel arrangements. The information may therefore be provided to public authorities such as customs or immigration if required by them, or as required by law. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary and religious requirements. Certain information may also be passed on to security or credit checking companies for the purpose of payment verification.

If you are travelling to the United States as well as many other countries, Advance Passenger Information (API) will be required and this information will be passed to your airline who will in turn pass it onto the relevant Customs and Border Protection agency. They will receive this information for the purposes of preventing and combating terrorism and other transnational serious crimes. Please refer to the section specific to API below.

Please note that if you travel outside the European Economic Area ("EEA"), controls on data protection may not be as strong as the legal requirements in the United Kingdom.

If we were not authorised to pass this information to the relevant Travel Providers, whether in the EEA or not, we would be unable to arrange your booking. In making this booking, you consent to this information being passed on to the relevant parties.

Full details of our data protection policy are available upon request.

### **3. 3.0 : Flight Only Bookings**

Flight times shown are provisional and may be subject to change, as per the Principal's booking conditions.

Flight times shown are provisional and may be subject to change, as per the Principal's booking conditions. For all flight bookings please reconfirm your flight times 48 hours prior to departure as per the Principals/airline's instructions. This applies to outward and homeward journeys, as changes to flight times may be made during your time abroad. Whilst Akal Swift Consultants will try wherever possible to notify customers of schedule changes when there is sufficient prior notice, we can not be responsible for missed flights if customers do not follow these instructions. The recommended minimum check-in time for international flights is 120 minutes prior to departure and for domestic flights, 90 minutes before departure. Additionally we recommend that you contact your airline on the day of travel to ensure that your flight is operating as per schedule.

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

Most flights are now ticketless and you should ensure that you have your flight reference number as detailed in the confirmation we email to you for your flight. Some flight providers will require that you check-in on line, please refer to your airlines website for further information.

Many low cost carriers require that you print your boarding pass at home and bring it with you to the airport Akal Swift Consultants cannot be held responsible for additional airport charges for failure to do this.

Airlines may charge for additional services such as checked baggage, airport check-in, preferred seating, in-flight entertainment (if available), food, drink and snacks etc. Any charges for these additional services are not included in the price of your flight ticket and must be paid either to Akal Swift Consultants in advance of departure date to avail of any discounted rate, or must be paid to the airline directly. Akal Swift Consultants is not responsible for any additional costs incurred and we advise you to contact the relevant airline to add any additional services and verify charges.

Flights must be used in the order set out in your itinerary; any failure to use the ticket out of order could invalidate the remainder of the ticket and result in automatic cancellation by the airline.

Akal Swift Consultants is not responsible for the costs of any transfers between airports or terminals that you may incur unless otherwise specified clearly and in writing.

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

Regulations vary with each airline, but some will refuse to carry women who will be 28 weeks or more pregnant on the date of return travel. It is your responsibility before booking to check with the airline concerned and consult your doctor prior to confirming your booking. you must advise the operative that you are pregnant and by how many weeks.

Infants must be 6 weeks old or more to travel by air and must sit on an adult's lap. Bassinettes can be requested, however, there is no guarantee that one can be provided. If you are booking on-line we suggest that you contact our call centre to request a bassinette. Infants who turn 2 years old before the return flight will be required to have a seat and a child fare must be paid.

**Once your flight tickets have been issued, any applicable cancellation fees and penalties will apply. Please note that some fare and ticket types are wholly non-refundable. Akal Swift Consultants has no control over these charges or the fare rules as these are determined by the relevant airline.**

### **3.1 : Changes to your flight requested by you**

All air fares are subject to terms and conditions as set by the airline. As soon as your confirmation is dispatched the contract is formed between you and the airline and the airline's rules come into force.

Fares subject to penalties for changes and refunds (including but not limited to financial penalties or being non refundable / changeable). If you have any concerns regarding the terms pertaining to changes or refunds for the fare you wish to book you must clarification prior to booking.

To request a change of date to your booking please contact us over phone or email us. Our reservations staff will advise you if your booking is changeable and if any airline penalties are applicable. All changes are subject to availability. As well as change penalties an additional fare amount may be chargeable to change to your required dates. Changes cannot be held provisionally and if a change is requested, the airline's penalties (where applicable) will be chargeable. Akal Swift Consultants will only confirm changes once all additional fare and penalty (where applicable) have been paid in full. Akal Swift Consultants will charge an additional administration fee of between £25.00 and £50.00 (depending on the airline booked) for making such changes.

To request a refund please e-mail us on [akalswiftconsultants@gmail.com](mailto:akalswiftconsultants@gmail.com) All refunds will be processed in order of receipt. Once received you will be notified of any penalties and we will request a confirmation of your acceptance of the penalties, the refundable value and your confirmation to cancel any active flight segments. Failure to advise us to cancel any active flight segments will result in your flights not being cancelled and you being registered as a no show which may invalidate any claim for a refund. Please note refunds can take 3-4 weeks to obtain the money from the airline and for us to return this to you. Payment of refunds can only be made back via the online banking.

Credit card fees, ATOL fees and scheduled airline failure fees are non-refundable in the event of cancellation (either by you or the airline/Travel Supplier).

In addition to any penalties set by your airline Akal Swift Consultants will charge an additional administration fee of between £25.00 and £50.00 (depending on the airline booked) for making such changes.

Please note that airlines do not generally allow name changes on flight bookings, however, some airlines do charge for the same.

### **3.2 : Changes to your flight made by the airline**

Airlines reserve the right to make schedule changes and cancel confirmed bookings. While Akal Swift Consultants, as Agent, is not responsible for such schedule changes or cancellations, we will make all efforts to advise you of any schedule change or flight cancellation as soon as is possible changes and cancellations are dealt with by our customer service team in strict date order. Subject to the volume of changes made by airlines at any one time we may not be able to advise you at the time we are advised. We do, however, work to the EU standard as set for airlines of 14 days prior to departure, where time permits.

Akal Swift Consultants is not responsible for any losses as a result of changes being made to your flight by the airline. Any claim for compensation must be addressed directly with the airline.

#### **3.2.1 : Changes to bookings where no travel has commenced**

Wherever possible, Akal Swift Consultants will offer you the option of re-booking onto alternative services or a refund less our administration fee. Please note that we are unable to offer any terms outside of the airlines policy. Once the ticket is issued, full airline cancellation fees will apply, if a full refund is requested and no subsequent booking is made with Akal Swift Consultants, we reserve the right to charge an administrative fee over and above any other cancellation fees which the airline may levy. Akal Swift Consultants has no influence over the sum refunded by the airline and in all such cases any request for compensation must be addressed directly with the airline. Akal Swift Consultants will charge an administration fee of between £25.00 and £50.00 (depending on the airline booked) for making such changes.

#### **3.2.2 : Changes to bookings where travel has already commenced**

Wherever possible, Akal Swift Consultants will offer you re-booking onto alternative services or a partial refund, as per the terms set by the airline in their commercial policy. Please note we are unable to offer any terms outside of the airlines policy. If a partial refund is requested and a subsequent booking is made with Akal Swift Consultants no administrative fees will apply. If a partial refund is requested and no subsequent booking is made Akal Swift Consultants reserves the right to charge an administrative fee of between £25.00 and £50.00 (depending on the airline booked). When calculating a partial refund, the airlines deduct the applicable fare for the journey already completed and refund the balance less any taxes and surcharges already consumed. Akal Swift Consultants has no influence over the sum refunded by the airline and in all cases any request for compensation must be addressed directly with the airline.

In certain circumstances you may be entitled to compensation under EU Regulation EC 261/2004. Any claim for compensation is between you and the airline concerned. Akal Swift Consultants is not a party to any such claim. For additional information please refer to <http://www.caa.co.uk/default.aspx?catid=2226>

#### **4. 4.0 : Hotel and Flight + Hotel Bookings**

Akal Swift Consultants does not provide package or holiday recommendations, we simply provide interchangeable flight and hotel combinations as separate components. We provide descriptions of hotel accommodations along with locations. We assume no responsibility (express or implied) for the suitability or quality of the travel products and services, selected by you, as featured on this site.

We offer star ratings as per the official star rating of the hotel. You should be aware that standards can vary between hotels and accommodation of the same class in different countries and even in the same country. Different countries have different standards; a 3 star hotel in one country is not necessarily equivalent to a 3 star hotel in another.

Check-in / Checkout times - Generally guests can check into a hotel or other accommodation around 2pm and check out at 11am, local time. However, local variances may apply. Should you require more precise timings or an earlier check in or later check out, please contact us.

All pre-payable local taxes will be collected in the total price show, however, some cities do apply a local hotel tax that can only be paid locally. These taxes do vary and it is not possible for us to include these in the package price.

Breakfast and transfers are not included unless otherwise stated.

In the event of availability or quality issues with your hotel, we will use our best endeavours to relocate you to a property with the same or superior category of accommodation. If you do not accept the alternative accommodation, you may cancel the booking and we will refund less any fees. Should you wish to re-book a different property at a higher price, you will be liable for the additional cost.

If you have any quality or overbooking issues with your hotel upon arrival or during your stay, you will need to contact the Duty Manager in the first instance to resolve the issue. Should he/she not be able to solve your problem, you will need to contact us at your earliest convenience so that we may use our best endeavours to relocate you to the same or superior category of accommodation. Akal Swift Consultants will not be responsible for any additional cost incurred due to quality or overbooking issues if you do not contact us and give us the opportunity to re-book you. Any additional costs will only be paid by Akal Swift Consultants if pre agreed by us and we have confirmed to you in writing or via e-mail.

Akal Swift Consultants will not liable for the failure or improper performance of any of the travel arrangements or suppliers if the failure or the improper performance is due neither to any fault of ours nor to that of another travel supplier, because

(b)such failures are attributable to a third party unconnected with the provision of the services contracted for, and are unforeseeable or unavoidable; or

(c)such failures are due to

(i)unusual and unforeseeable circumstances beyond the control of the party by whom this exception is pleaded, the consequences of which could not have been avoided even if all due care had been exercised; or

(ii)an event which the other party to the contract or the supplier of services, even with all due care, could not foresee or forestall.

We do not accept responsibility for changes or cancellations that are due to unusual or unforeseeable circumstances beyond our control. These can include war or threat of war, riot, civil strife, terrorist activity, natural or nuclear disaster, fire, adverse weather conditions or governmental action.

In the event that you make any alteration to your hotel booking (including, but not limited to, cancellations, refunds and amendments) Akal Swift Consultants reserves the right to charge you an administration fee of £50.00 per booking to cover the administration costs incurred by Akal Swift Consultants. These charges do not include any charges imposed directly by the Travel Supplier or hotel. Credit card fees and booking fees are non-refundable in the event of cancellation.

**Once your Hotel and Flight + Hotel tickets have been issued, any applicable cancellation fees and penalties will apply. Please note that some fare and ticket types are wholly non-refundable. Akal Swift Consultants has no control over these charges or the fare rules as these are determined by the relevant airline.**

**Please note that some hotel bookings are wholly non-refundable once purchased.**

#### **4.1 : Changes to or Cancellation of your Flight + Hotel Package made by you**

If you wish to change or cancel your Flight + Hotel booking then please call us directly. We will endeavour to amend or cancel your booking, however, many flights and hotels used in Flight + Hotel bookings are booked at discounted rates and are, therefore, non changeable and non refundable. Any change to a flight or hotel may require the purchase of a new flight or hotel booking. You will be liable for all associated costs of a new booking.

Akal Swift Consultants reserves the right to charge an administrative fee of £50.00 for all cancellations and changes.

**IMPORTANT: We strongly recommend that you take out appropriate insurance to cover you for situations which may require you to cancel or change your travel arrangements.**

#### **4.2 : Changes to or Cancellation of your Flight + Hotel Package by us or other Travel Suppliers**

Akal Swift Consultants reserves the right to make changes to your Flight + Hotel Package where such changes are occasioned by one of its Travel Suppliers, for instance an airline cancelling a flight or a hotel closing down. We will notify you as soon as we can and if there is sufficient time to do so before your departure. Any such changes will be communicated to you via email and/or telephone.

If you are notified of any major changes to your Flight + Hotel Package after we have confirmed your booking but before you travel, you can either accept these new arrangements (and cover any additional increase in price from your original booking), buy another Flight + Hotel package (and cover any additional increase in price from your original booking) or cancel your Flight + Hotel Package and receive a full refund from Akal Swift Consultants less a Â£50.00 administration fee per person on top of any charge made by an associated supplier such as a hotelier.

Major changes shall include: a change in your departure or arrival flight by more than 12 hours; a change in the length of your holiday; or a change in the airport you depart or arrive from (except where the airports are in the same cities), a change of accommodation to a lower standard.

Akal Swift Consultants will not be liable to you for any compensation if forced to cancel or make any changes to your Flight + Hotel Package as a result of events outside of our control and which neither Akal Swift Consultants or its Travel Suppliers could have reasonably foreseen. Events outside of our control include: war; threats of war; government intervention, terrorism; riots; civil unrest; natural and nuclear disasters; fire; actual or potential weather conditions; health risks; industrial disputes; technical problems with transport; closed or congested airports; and any force majeure events.

Where as a result of such an event occurring after your departure a significant part of your Flight + Hotel Package cannot be provided, you will be offered a suitable alternative by the Travel Supplier, if available. If a suitable alternative is not available, or for good reasons, you do not accept the offered alternative, we will return you to your place of departure. Again we would strongly recommend that you take out comprehensive travel insurance to cover such circumstances.

#### **4.3 : Baggage**

You will usually be permitted a free checked baggage allowance and a free cabin baggage allowance, the limits of which may differ by airline, class and/or route. Please note that low cost carriers such as Jet 2, Easyjet & Monarch do not have a free checked baggage allowance. For more information please refer to their websites. The amount of checked baggage you are allowed depends on your class of travel/destination. Several leading carriers have now introduced additional charges for checked baggage on either a per piece or by weight basis. It is recommended that cabin baggage is kept to a minimum. Extra charges may apply for checked baggage in excess of the permitted allowance. Please ask the airline for more specific information as these rules vary from time to time. You can refer to [www.iata.org/bags](http://www.iata.org/bags) for information and links. For safety reasons dangerous articles must not be packed in checked or cabin baggage. Restricted articles include, but are not limited to, compressed gases, corrosives, explosives, flammable liquids and solids, radioactive materials, oxidising materials, poisons, infectious substances and briefcases with installed alarm devices.

If your baggage is lost or stolen you must report this directly to the airline, preferably before you leave the airport. For additional information on lost or delayed baggage please refer to <http://www.caa.co.uk/default.aspx?catid=2226>

#### **5. 5.0 : Visa, health and other travel documents**

By confirming a booking, you accept that we are unable to provide any information regarding visa and travel documentation on line. You are responsible to ensure that you hold the correct travel documents and visas required for the route booked and for your final destination.

Please note that in certain cases these flights may be indirect and fly via other airports. You are also responsible for ensuring that you have the correct visa(s) for any en-route intermediate stops as well as for your final destination.

If you have any concerns regarding visas please ask before booking we cannot be held responsible for an airline refusing to board you, for you being turned back to your origin point en-route or any additional costs incurred as a result of any failure by you to hold the correct visa or other required documentation.

Please note that it is your responsibility to ensure that all travellers booked (including children and infants) hold a valid passport document. Akal Swift Consultants cannot be held responsible for any financial loss incurred due to passports not being valid or not being processed in time by the relevant embassy, or for failure to comply with any other immigration formalities.

Akal Swift Consultants is not qualified to give any information regarding health requirements. We suggest that you contact your doctor for all questions regarding health requirements for your final destination and any en-route intermediate points.

Up to date travel advice can also be obtained from the Foreign & Commonwealth Office on 0207 238 4503 or via their website at [www.fco.gov.uk](http://www.fco.gov.uk).

#### **6. 6.0 : Insurance**

We recommend that all passengers take out adequate travel insurance. It is a condition of booking with most Principals that adequate insurance cover is arranged in order to cover you and your party against the cost of cancellation by you; the cost of assistance (including repatriation) in the event of accident or illness; loss of baggage and money; and other expenses. Some airlines or Principals may prevent you from travelling, if proof of insurance cannot be provided. We can introduce you to suppliers of suitable cover if required. We accept no liability arising from your failure to obtain adequate cover. If you have booked your insurance through a supplier introduced by us, you will receive a confirmation policy document prior to travel.

#### **7. 7.0 : Your Financial Protection**

All our flights are fully ATOL Protected

#### **8. 8.0 : Special requests and assistance**

As part of the booking process for flight tickets or hotels you are given the option to enter the details of any relevant frequent flyer programme of which you are a member. Please note that any such frequent flyer programme is subject to the terms and conditions of the airline through which it is offered. Those terms and conditions may not give rewards on all types of fare and class of service. Please contact the airline or hotel in charge of your frequent flyer or hotel loyalty programme if you are unsure of its terms and conditions. Please note that our Travel Suppliers have their own rules and regulations with regard to loyalty cards. If you have any questions, please contact them directly.

In relation to the 'special requests' options relating to any product (e.g. dietary requirements, room types, disabled facilities, child seats etc.), Akal Swift Consultants does not guarantee any such requests but will ensure that all such requests are passed on to the Travel Supplier/hotel. It is your responsibility to confirm with the Travel Supplier or hotel whether such

special requests can be fulfilled. In the event you have been charged a separate fee for a special request which can then not be fulfilled by a supplier, a full refund will be made to you for this.

**Expectant mothers:** Airlines have different rules regarding the upper limit beyond which they would permit a pregnant woman to fly. As a general guide, almost all airlines decline to fly a woman beyond 36 weeks of gestation. In the phase between 28-36 weeks, most airlines will require that the passenger bring her doctors letter stating that she is fit to fly and unlikely to go into labour within 36 hours. The cut off points for a woman carrying twins is likely to be much lower. We advise all expectant mothers to check with your GP before making any travel plans and to provide us with a written confirmation of your pregnancy and your GPs letter as detailed above which will be acknowledged in writing by us. This will be passed to the airline so that you may be permitted to board the flight without any hiccups. Without this confirmation and GPs letter in place, you may still be issued with travel documents but we cannot guarantee you will be permitted to fly. As travel agents, we tend to take the word of the passenger as truth when it comes to disclosure of any material fact that may affect the passengers booking including if a female passenger is pregnant and how far along in the pregnancy she is. The travel agency places trust in the pregnant passenger to adhere to the Terms & Conditions and disclose the fact of her pregnancy at time of or before booking.

In all cases of special or other requests, please remember that in most cases, the booking is made online or over the telephone and we do not get to meet you. Without meeting you, we cannot establish any material fact as to your disability or pregnancy or other special condition which may or may not be apparent physically. We, therefore, require you to disclose any such facts that may affect your booking to us. Akal Swift Consultants does not accept any responsibility for denied boarding or cancellation of any travel components as a result of the customer's failure to accurately disclose such information.

## **9. 9.0 : Payments**

With online & telephone confirmed bookings, your card will be debited immediately in order to avoid any loss of fare/holiday booked. Should payment be successfully charged to your card but the bank has not given us full approval due to a variation or inconsistency with some detail supplied by you, (incorrect billing address; expiry date; issue number; security code or cardholder name), further documentation will then be required in order to verify the cardholder's credentials. It is highly recommended that you provide this information at the earliest opportunity to avoid loss of booking/fare.

\* All confidential information is destroyed after verification.

The above documents must be sent to us within 24 hours of making the booking and certainly before the departure date. The reason for this deadline is to ensure that any fares booked do not expire and you are not, therefore, asked to pay a surcharge in the event of a fare change. If you are experiencing problems in sending us your documents within the stipulated period, please contact our call centre as a matter of priority and an extension will be made if possible. However, if you do not send us the requested documents within 24 hours and do not advise your travel consultant of this delay, your booking may be cancelled and a nominal admin fee not exceeding £50.00 may be charged\*. If you decide to rebook with us, the cancellation charge against the original booking will not be waived against any new booking.

In parties of two or more persons, the person who makes the booking or who makes the payment accepts the responsibility of making all payments to us for all members of the party and will receive the travel documents and other information on behalf of his/her party once all outstanding balances are cleared. Should one or more of the party members decide to cancel, any cancellation charges must be met by the cardholder / lead party member in order to complete the booking and receive travel documents on behalf of the rest of the party. If payment is not received for the cancelled members, travel documents will not be released to the remaining passengers. In most cases, full payment is required at time of your online booking.

In most cases, full payment is required at time of your online booking. In some cases, such as a telephone booking, a deposit payment may be sufficient to hold the seat, hotel, cruise, wedding date or other service (but not the price) and we shall notify you of the date by which the balance payment is due. It is recommended that balance payments are made by the stipulated time as if you do not pay on time you may lose the booking/fare and be responsible for paying any fare difference. Your final travel documents will only be released to you once full payment is in place.

All deposit payments made are non-refundable.

Before payment is received in full, Akal Swift Consultants or the Travel Supplier is not obliged to issue any tickets, confirmations, vouchers, or other travel documents. However, you shall in all cases remain liable for payment of the amounts agreed for the travel products and services ordered. Prior to full payment the cost of services may increase, you will be liable for any increase in cost prior to full payment being received. In all cases we will attempt to contact you and give you the opportunity to pay in full to avoid paying such increases.

Payment can be made by all major debit and credit cards, cheque, bank transfer, in person at our office. Akal Swift Consultants reserves the right to charge you in addition for any handling fees we or the Travel Supplier incur in relation to bookings made by credit card. You will be notified of the relevant charges at the time of booking. Akal Swift Consultants reserves the right to pass on any charges relating to card charge backs or payment disputes. If your booking is being paid for with a third party credit card we require written authorisation to be provided by the card-holder.

Akal Swift Consultants the right only to deliver e-tickets, confirmations, e-vouchers or other travel documents to your credit card billing address or e-mail address provided at time of booking when authorised to do so by the credit card issuer. All e-mail addresses used must be valid at the time of booking.

**IMPORTANT:** in some cases, the E-Ticket / holiday documentation will already have been issued at the time of booking. This is due to your having chosen an instant-purchase or promotional fare at the time of booking. Such bookings will be issued immediately as otherwise the fare / holiday price may increase or the booking may be auto-cancelled but the E-Ticket / holiday documentation will not be released to you until the requested documentation is received by us. In cases where the documentation is not received by us and tickets / holiday documentation have been issued, a 100% cancellation charge will be applied.

### **9.1 : Declined payments**

Should payment be declined, we shall contact you for another card or payment method. It is highly recommended that you provide alternative payment details at the earliest possible opportunity in order to avoid loss of booking and/or increase in price.

### **9.2 Third Party Payments / Overseas Cardholder Payments**

If you are travelling but are not the cardholder (third party booking) OR if you are an overseas cardholder (with a billing address outside of the UK), we shall require the cardholder to expressly authorise the payment to us. This will include providing proof of cardholder identity in one or more of the following ways:

- Copy of front/back of the card used for payment with all numbers blacked out except the last 4 numbers
- Signed letter of authorisation from cardholder
- Recent bank statement showing cardholder name & billing address (you may black out all other confidential information)

\* All confidential information is destroyed after verification.

You may, of course visit us in person at our offices in Essex to make payment in person in which case the above data will not be required.

An alternative method of payment will be to pay via bank transfer to any Barclays Bank and we will refund you in full for any payment made by credit/debit card.

### **10. 10.0 : No Shows**

A 'No-Show' occurs when you fail to turn up on the day of departure for your flight or at your hotel on the booked arrival date and where you have not cancelled your flight/hotel /train or other reservation in advance of the departure date. Any such cancellation would need to have been received by Akal Swift Consultants via email. Please note that, in relation to flights, a 'No-Show' for a flight may result in your ticket being cancelled by the airline and therefore may not be refundable. Any re-issue or change of date will be at the discretion of the airline. Any flight bookings not cancelled or any failure to check in at a hotel will be treated as a 'No-Show'.

In some cases when you are unable to take your flight and the ticket is non-refundable, you may be eligible to claim some or all of the taxes charged at the time of purchase. If you wish to make a claim for any taxes that may be refundable please do so in writing to the following address: Tax Refunds, Akal Swift Consultants Limited, 18 Manor Road, Gravesend, Kent, DA12 1AA. Please note that refunds can only be processed to the form of payment used at the time of booking and that all refunds are subject to the relevant airline's policy and an administration charge of between £25.00 and £50.00 per person depending on the airline booked.

### **11. 11.0 : Refunds**

Refunds will be processed to the original form of payment used at the time of booking. This will be made payable to the person who made the original payment. When processing a refund for a flight ticket, please be aware that not all taxes are refundable. A tax refund will be processed in accordance with the relevant airline's refund policy. Taxes fluctuate in line with exchange rates. Not all airline tickets are refundable. We make all effort to refund you as soon as possible; however, delays can occur when we are waiting for monies to be returned from your airline or other travel providers.

To make a refund claim, you will need to email [akalswiftconsultants@gmail.com](mailto:akalswiftconsultants@gmail.com) with full details of passenger name/s, booking reference and ticket number.

Akal Swift Consultants reserved the right to change an administration fee for processing a refund.

**IMPORTANT:** If you are in any doubt about your ability to travel on your chosen dates, please let us know prior to booking so that we can advise you of the applicable cancellation and refund penalties for the fare selected.

### **12. 12.0 : Queries and Complaints relating to your Booking**

If you have a complaint relating to a Travel Supplier and/or hotel during your stay, please ensure that you officially log your complaint with the relevant Travel Supplier and/or hotel whilst there. We suggest that in the case of hotels you take photographic evidence and get the names and job titles for anyone that you speak to. If the matter cannot be resolved by the Travel Supplier, please contact us on 0044 (0)1474 392 594 0044 (0) 7515 866 488 to allow us the opportunity of trying to rectify the matter to your satisfaction. Akal Swift Consultants will not accept responsibility pertaining to complaints where the customer has not attempted to contact us during their stay.

If you have any other enquiries or complaints relating to your booking during your stay, please contact our customer services team on your return [akalswiftconsultants@gmail.com](mailto:akalswiftconsultants@gmail.com) and no later than 7 days after returning, giving your booking reference and all other relevant information. If we or any of our Travel Suppliers require further information you must supply that promptly in writing. This simple procedure must be followed as we and our Travel Suppliers need to be able to investigate the problem and, where possible, rectify it quickly. In relation to Flight + Hotel Packages your failure to comply with this procedure could result in us being unable to accept responsibility. We aim to resolve all customer complaints within 28 days of receipt of the complaint.

Additional information regarding complains and procedures can be found at <http://www.caa.co.uk/default.aspx?catid=2226>

### **13. 13.0 : Other generally acceptable terms**

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

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

Akal Swift Consultants does not accept liability where the failure to provide part or all of your booking, death or personal injury is not caused by any fault of us, our agents or Travel Suppliers.

In respect of international travel by air, sea and rail, our liability will be limited in the manner provided by the relevant international conventions.

Where Akal Swift Consultants is liable for direct loss this will be limited to a maximum of the total price of the products or services in respect of which a claim is made.

Akal Swift Consultants will not be liable for any indirect or consequential loss of any kind in contract, tort or otherwise arising out of your use of this Site or any of the travel products or services booked or purchased on the Site.

### **13.1 : Advance Passenger Information (API)**

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

If you are travelling to a country that requires Advance Passenger information, Akal Swift Consultants will ask you to fill out this information on the time of booking. If you do not have the information to hand, Akal Swift Consultants will be required all the details with in 3 days prior to departure.

If you are travelling to / from or via the USA, API information is required a minimum of 72 hours prior to departure. If you are booking within 72 hours API information will be required to complete the booking process. Many airlines inhibit the issuance of tickets to / from or via the USA without API information. Failure to provide API information for flights to / from or via the USA may result in the airline cancelling your booking (both ticketed and un-ticketed). Akal Swift Consultants accepts no liability for any losses or additional costs you may incur.

### **13.2 : ESTA**

If you are travelling to or transiting through the US under the Visa Waiver Program, it's now compulsory for you to get online authorisation (an ESTA) before arriving at your departure airport. You must do this at least 72 hours before departure.

### **13.3 : Customer Behaviour**

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

### **13.4: Your Obligations**

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

You accept financial responsibility for all transactions made under your name or account.

You must be 18 years of age or over and have legal capacity.

You warrant that all information you provide about yourself or members of your household shall be true and accurate.

The transmission of threatening, defamatory, pornographic, political, or racist material or any material that is otherwise unlawful is expressly prohibited.

The set terms and conditions and any content may not be modified, copied, transmitted, distributed, sold, displayed, licensed or reproduced in any way by you.

### **13.5 : Governing Law**

These terms and conditions form a contract between you and Akal Swift Consultants, which is governed by English law. You agree that any disputes will be dealt with in the English courts.

### **Appendix 1**

- EasyJet
- Flythomascook
- Jet2
- Monarch Airlines
- Thomson
- Wizz Air