



Booking Terms and Conditions, Travelcoast Ltd.

OTC General Terms and Conditions

This is the user agreement which governs the purchase by you of the services and products we provide. We are Travelcoast Limited, a member of the lastminute.com plc group ("Travelcoast", "we", "us") however not all of the products or services we provide are supplied by us, therefore the contract for the product and/or service will be between you and that third party.

General Section - please note that this section relates generally to your use of the website and to all products purchased.

1. Please take time to read these terms and conditions it is important for both of us that you understand our contractual relationship relating to your use of the website. We will not allow you to purchase any products from the website unless you have confirmed that you have read these terms.
2. Except for the sale of OTC Packaged Holidays, our Channels operate to an agency model. This means that we act as a disclosed agent for third party suppliers, such as a hotel, tour operator or an airline. What this means is that the contract for the product is between you and the supplier. In most cases this will mean that there are additional terms and conditions governing the contract as each supplier will have terms and conditions relating to that product. Please make sure that you have read these terms and conditions before completing your transaction with us. You can easily request them via our online contact form. Where we act as agent this will mean that we have no contractual liability to you in respect of that product. However, we may still be liable to you if we have been negligent, we have misrepresented important information or have been in breach of any other relevant law. On the other hand, for some products, we act as principal. This means that the contract for the product is between you and us. Don't worry we will let you know where we act as principal and where we act as agent.
3. All products sold through the website are not an offer by Travelcoast to sell any product, but an invitation to you to make an offer to our suppliers. We are free to accept that offer on behalf of those suppliers or to reject it. We will send you an e-mail acknowledging that we have received your order when you make a purchase from the website. We will confirm your contract by sending you a "confirmation" email or letter once money has been taken by us from your credit or debit card..
4. Where your contract is not with Travelcoast but with a third party supplier such as a hotel or airline, Travelcoast may pass your credit card (or details of any other payment method allowed) and any other essential booking details to that third party. The placing of an order for any goods and services by you will constitute consent to us passing on such details.
5. You undertake to us that the details you give to us while using the Website are correct in particular that the credit or debit card you are using is your own and that there are sufficient funds to cover the cost of the product or service.
6. If there are any changes to the details supplied to us by you it is your responsibility to inform Travelcoast via our online contact form or by contacting our Customer Services as soon as possible.
7. We won't send you e-mails which you do not want but we can't guarantee that third parties to whom your details are sent won't do so.
8. Our website will not stop you from making impossible bookings such as two flights to the same place at the same time or a flight to one place and a hotel to another at the same time. If you make that kind of booking we won't give you a refund.
9. We will do our best to correct errors and omissions as quickly as practicable after being notified of them. However because of the sophisticated technology that is required in operating the website there may be times when obvious errors occur. For example, very occasionally, this may result in a price, product or service or other detail displayed or presented on the website being incorrect. In this case we reserve the right to cancel that contract, but this of course will be without any liability to you.
10. Travelcoast does not make any warranty that the website is free from infection by viruses or anything else that has contaminating or destructive properties.

Specific Terms - Please note these terms only relate to the purchase of the specific products to which they relate. Please note if there is a conflict or ambiguity between these Special Terms and the General Terms the Special Terms shall prevail:



Terms and Conditions relating to:

- **A Data Protection and Privacy**
- **B Flights.**
 1. Scheduled Flights
 2. Charter Flights
 3. No Frills Flights
- **C Holidays and other travel related products ("Holiday Products")**
- **D Hotels**
- **E Car Hire and Car Parking**
- **F Travel Insurance**
- **G Other Miscellaneous Section**

A. Data Protection and Privacy Policy

1. Please find below our privacy policy for the OTC website which shall be deemed to be incorporated into these terms and conditions. We are Travelcoast Limited, part of the lastminute.com ltd group and our registered address is Travelcoast Limited, 39 Victoria Street, London, SW1H 0EU, Company No. 02183801. OTC takes the privacy of its customers' data very seriously. Please read the following policy to understand how we will treat your personal data after it has been collected by us through your use of our website. If this policy changes then we will let you know via our homepage but we assure you that we only use your data as specified here and for our legitimate business reasons.
2. **When do we collect data?**

We can collect data on you from a variety of different sources these include.

1. When you purchase products or services from the website.
2. When you become a subscriber;
3. When you speak to our customer services personnel;
4. Via explicit data capture measures, for example by entering competitions and completing surveys;
5. Via implicit data capture measures such as studying which pages you read the most and the use of cookies.

In any of the above cases the data we collect could be personal data.

3. **What do we do with your personal information?**

When you buy anything via the site or give us any personal data as indicated above, we may need to collect information about you to process the transaction, fulfill your order and provide you with the services you expect then and in the future. This information may include, but is not limited to, details such as your name, your address, your phone number and your credit card details.

4. Unless we have your express consent we will only disclose personal data to third parties if this is required for the purpose of completing your transaction with us. This is of course subject to the proviso that we may disclose your data to certain permitted third parties, such as members of our own group, our own professional advisers who are bound by confidentiality codes, and when we are legally obliged to disclose your data.
5. By becoming a subscriber you consent to receive from us by e-mail our e-newsletter and details of other special offers which we may think may be of interest to you.
6. OTC retains and uses your personal information to provide you with the best remote commerce (including electronic and mobile commerce) experience by providing you with a personalised service and to give you details of offers which we think will be of interest to you. We may also use the information to process any transactions you undertake with us and for internal administration and analysis.



7. We do not sell, rent or trade your personal information to third parties for marketing purposes without your express consent.
8. For any of the above purposes we may send your information internationally including to countries outside the EEA. Some of these jurisdictions offer differing levels of protection of personal information, not all of which may be as high as the UK.
9. **Cookies**

Each web site owned and operated by the OTC plc group uses cookies. A cookie is a small text file of which there are three types:

Session cookies: These are used to maintain something called session state. If you consider your journey through the site to be a conversation with us and this cookie just reminds the site where we were in that conversation (for instance if at some point in the conversation you asked us to add a hotel to your basket, next time you click on the basket it is still there). These are required for the site to function but are not used in any way to identify you personally.

Permanent cookies: These store a few numbers on your hard drive. You can view them by looking in the cookies directory of your browser installation if you are interested. They last for a long time and each time you come to our site you send us a copy of them. We use them to identify you between visits. For instance if you were looking at hotels in London last time you were on the site and we have a great hotel deal we may use this cookie to recognise you and show you our great deal. They are not required for the site to work but may enhance your experience. We do not store any personal data in these cookies, just a unique number that identifies you to us.

10. **Third Party Cookies:** You may have noticed that we carry advertising from third parties on our site. Occasionally they may send you a cookie. We have no control over these.

Although you cannot block "session" cookies as they are required for our site to function correctly you can configure your internet browser so that it can reject both "permanent" and "third party" cookies. How you do this will depend upon the internet browser you use (for example, Internet Explorer 5, Netscape 4 or Opera etc) and it is therefore impractical for us to detail here how you can reject those cookies. Please refer to the relevant internet browser manufacturer's website where you should be able to receive all the information you need."

11. **Third Party Advertising**

The ads appearing on this website are delivered to you, on our behalf, by our web advertising partner. Information about your visit to this site, such as number of times you have viewed an ad (but not your name, address, or any other personal information), is used to serve ads.

12. Data In the UK we operate and are registered in accordance with applicable data protection legislation.
13. **Consent**

By disclosing your personal information to us using this website or over the telephone, you consent to the collection, storage and processing of your personal information by OTC in the manner set out in this Privacy Policy. Some information and e-mails sent to OTC may be used as testimonials but no e-mail address or contact details will be displayed.

14. **Opt-Out Policy**

Onlinetravel.com Newsletter subscribers have the option to opt-out of receiving further information from us.

15. **Change/Modify Details**

To change your details, please write to the following address enclosing your correct details:



onlinetravel.com, 39 Victoria Street, London, SW1H 0EE.

16. If you need to Modify or Change your personal details after you have made a purchase on the site please contact us as soon as possible.
17. **Contact**

If you have any questions or concerns about the information we hold about you, you can write to us at onlinetravel.com, 39 Victoria Street, London, SW1H 0EE.

B. Flights

(i) Scheduled Flights and Avro Charter Flights

1. When you purchase a flight from the website you are using a service provided by Travelcoast Limited, a company which is a member of the lastminute.com ltd group.
2. Travelcoast Limited is registered in England and Wales with registered number 2183801. Its registered address is 12 Great James St, London WC1N 3DR
3. Generally, the more flexible the ticket the more expensive it is likely to be and you need to take various points into consideration before deciding between the fares on offer.
4. Bookings made online through our secure server are bonded by Travelcoast Limited under their Air Travel Organisers Licence (ATOL) 2909.
5. To help you, below are Travelcoast Limited's general booking conditions. Please read them carefully.
6. **Contract** Any booking made or order placed by you through shall be deemed an offer by you to purchase the relevant items subject to these booking conditions. Note that Travelcoast Limited are selling the tickets as agents for the airlines, which means the contract for the flight product will be between you and the airline.

Please note that for each ticket there are additional terms which are specific to that fare. They may, for example, state that the ticket is non-cancellable or non-refundable, and have other information relating to itinerary and refunds. You must read the FLIGHT RULES for each ticket. You can find the relevant FLIGHT RULES on the website when you progress through the purchase path.

You are responsible for complying with any airline's terms in relation to check-in times, reconfirmation of flights or other matters. In relation to flight tickets, you are required to use all flight coupons in order of sequence. If this requirement is not met the airline may void the ticket. A contract arises between you and the airline when we send you a confirmation e-mail or letter confirming your booking.

7. **Fares** All fares are quoted exclusive of taxes, plus the tax amount and then a total. These are added together with any applicable booking fees, delivery fees (see "Tickets" paragraph 9 below) or airline failure insurance to form your final quotation. Fares are subject to change without prior notice and are only guaranteed when following confirmation of the contract.
8. **Reservations** In the vast majority of cases Travelcoast becomes aware of the availability of flights tickets for sale because it connects to large databases operated by third parties, which contain that availability. These databases are commonly called General Distribution Systems (GDS) or Central Reservation Systems (CRS), and it is through these GDS/CRS that Travelcoast purchases the relevant ticket.

Be aware that certain airlines do not maintain "real time" seat availability in the GDS/CRS. Whilst every effort is made to reflect the true situation, instances may occur when airlines cancel sales. Travelcoast Limited will advise you within 48 hours if this is the case and will do all they can to reinstate your booking. Further, there are a tiny number of airlines (usually small domestic airlines based in the USA) which participate in the GDS/CRS, but do not participate in the UK Ticketing plan. In the unlikely event that you purchase tickets from an airline that does not participate in the UK Ticketing Plan, Travelcoast will be unable to issue the relevant tickets, and will have to terminate the reservation. In either instance we will not be liable for any additional costs incurred in having to purchase new tickets at a higher fare. Payment for tickets will of



course be refunded to you if the reservation is terminated by the airline or us.

9. Tickets

Where possible, we will insist that you have an "e-ticket" generated. This means that you will have to pick up your ticket at your point of departure. Don't worry, Travelcoast will make sure you know exactly where to pick up your tickets.

Where an airline provides e-ticketing on a specific route this will be the only ticketing option made available. Electronic tickets are stored in the airline's computer rather than printed on paper. The service is similar to the traditional paper ticket process, but eliminates the time and hassle associated with purchasing or exchanging a paper ticket.

When you arrive at the airline check in desk you will be required to present an official form of photographic identification i.e. driver's license or passport to receive your boarding pass. Please also note that you must print out your confirmation page or confirmation email to show to the airline. Some airlines may need you to present the credit/debit card you paid with. Because your e-ticket is held in the airlines computer, you cannot forget it or lose it. More importantly, your e-ticket cannot be stolen, saving you the cost of a replacement ticket. You do not have to wait for your e-ticket to be delivered to you.

Where paper tickets are issued, your tickets will be sent by special delivery for which there will be a charge. We will inform of all applicable charges before taking payment. If the above options are not available we will arrange a Ticket On Departure. This will involve additional charges of up to £30 plus any fees payable to the airline. We will inform of all applicable charges before taking payment.

For addresses outside the UK there is an additional delivery charge of £40 for a DHL courier.

Please contact us no later than 2 working days before departure in the event that you do not receive your tickets. Failure to do so may result in extra charges being levied by the airline.

10. **Flight Reconfirmation** All onward and return flights must be reconfirmed with the relevant airlines at least 72 hours prior to the commencement of that leg of the journey unless specifically informed otherwise by that airline. Travelcoast Limited accepts no responsibility for bookings cancelled due to non-compliance with rules set by that particular airline. Travelcoast also take no responsibility for any flight rescheduling en route.
11. **Passports/Visas/Health Requirements** It is incumbent upon you to ensure that you meet the passport, visa, health requirements of the countries you wish to visit and those that you transit (even if it is for a plane change). Many countries require that your passport should be valid for a period of (a minimum) six months from the date of arrival into that country. For passengers flying on a domestic flight, please ensure that you have valid Photo ID (e.g. Passport or Photo Driving Licence). Travelcoast accept no responsibility if you should be denied boarding or deported due to non-fulfillment of the above.
12. **Insurance** Travelcoast strongly urges you to carry appropriate travel insurance to cover you for cancellation, health, baggage etc.
13. **Airline regulations/conditions of carriage** Please note that in all transactions Travelcoast acts as agent of the airlines you have chosen to book on. Please read your ticket wallet for their conditions of carriage.
14. **Cancellation / Amendments** If you need to change or cancel your travel plans, it is your responsibility to notify Travelcoast in writing of such request. Some tickets are non-refundable, but can be applied (for a limited time) toward future travel, less any applicable penalties. Some tickets do not allow changes. **After ticket issue cancellation will result in a loss of 100% of total cost of all travel arrangements in most cases.**

Travelcoast applies an administration fee of £45 per person for any modifications, changes, cancellations to fares and refund applications. This will be regardless of the price or face value of the fare. Any booking fees or credit card charges are non-refundable.

In addition to the Travelcoast charges, most airlines also have a penalty or cancellation fee for any changes or cancellations to fares. Please ensure you read the FLIGHT RULES for the fare



selected as airline charges are notified in those rules depending on whether you wish to cancel or change your flight. If you are holding a booking for which a ticket has been arranged and you do not notify us in writing of your desire to cancel, this will be treated as a "no show" and could result in you losing all that you paid.

Refunds

If you want to cancel your journey it is important that you notify us via our contact us page with utmost urgency. This enables us to cancel your reservation with the airline. If you already have your ticket please submit it to us. Tickets must be sent to:

Flight Ticket Returns, onlinetravel.com, Trinity Square, 23-59 Staines Road, Hounslow, TW3 3HE

Those tickets which are refundable or cancelled by us will be processed and refunded back to your credit card in approximately 6-10 weeks from our receipt of the ticket. Some tickets may need to be submitted to the airline for the cancellation and/or refund to be authorized. In this event your refund request may take longer, but we will advise you in our acknowledgement of the expected turnaround period. Please note that most airlines do not refund on part used tickets. Tickets which are returned more than 1 year from date of issue are classified as expired tickets and must be submitted to the airline for their authority to refund.

15. Lost Tickets

If you lose your tickets, it may be possible to re-issue them for a fee. The amount payable will depend on the circumstances of the loss and how close to the travel date you discover it. However, not all tickets can be re-issued; which is another good reason for ensuring you have sufficient insurance cover. Tickets will be dispatched to you in accordance with your instructions and we accept no responsibility for their delivery. Lost tickets which cannot be re-issued are refunded at the sole discretion of the airline, these refunds can take up to one year to be authorized.

16. Liability

As Travelcoast acts as agent this will mean that it will have no contractual liability to you in respect of the flight product. However, it may still be liable to you if it has been negligent, it has misrepresented important information or has been in breach of any other relevant law.

17. Unreasonable behavior

If in the reasonable opinion of a person acting in authority you are not fit to travel, he or she may refuse to let you board the aircraft. Normally this happens if such person thinks you are likely to disturb or harm other passengers. In this case your contract with Travelcoast will end immediately and we will no longer be responsible for you.

(ii) Charter Flights

In the sale of all other charter flights, Travelcoast Limited (part of the Online Travel Corporation plc group) acts as agent for various third party suppliers. The contract for the charter flight will be between you and the relevant supplier and you will be subject to their terms and conditions.

In addition as we incur cost in administering cancellations and modifications, if you ask us to administer any relevant cancellation and/or amendment on your behalf we will charge an administration fee of £45 per person. Please be aware that this fee will be in addition to any charge you may have to pay the supplier. Any booking fees or credit card charges are non-refundable.



(iii) No Frills Flights

Note: the service we provide for you in respect of the purchase of standalone (ie not part of a package holiday) no frills flights (eg from BMI Baby etc) is a different service than the service we provide for the sale of other airline tickets. These special terms apply to that service:

- In the sale of stand alone no frills flights (eg from BMI Baby etc) we will search the relevant no frills database, and then, if you choose to buy, will purchase the flight seats on your behalf directly from the airline. We will receive an itinerary/confirmation email from the no frills airline which we will forward directly to you by email. This service is provided by our Flights subsidiary company Globepost Limited.
- If you have any query in respect of the flight, please contact our customer services who will approach the relevant airline on your behalf. We will, of course, use our best endeavours to ensure that all of your requests are complied with, however, if the no frills airline imposes any fee or charge on us to effect these changes, we reserve the right to pass on the charge to you.
- You will be subject to the terms and conditions of the relevant no frills flights which will be deemed to be incorporated into this contract. They can be accessed from the relevant no frills website.
- Remember if you purchase the no frills flight through our dynamic packaging technology to create a holiday package, your holiday will be governed, not by these terms, but by our dynamically packaged holiday terms and conditions below.
- Please note that all prices quoted for a No Frills Airline Booking *exclude* the charges for any checked in Baggage Allowance and passenger check-in fees. These charges will be confirmed to you at the time of making your booking and need to be paid directly to the Airline upon check in at the Airport.

C. Package Holidays and other holiday related products ("Holiday Products") and package holidays which you package yourself

1. When you/we create your own package holiday (for example when you package together two or more of a flight, hotel, car hire and/or a tour or excursion) on the website your contract will be with Travelcoast Limited which is part of the Online Travel Corporation plc group. Travelcoast Limited holds an Air Travel Organiser's Licence (ATOL 2909) for your financial security and are members of ABTA (D3734 and V9381). The terms and conditions which govern that contract can be found during the purchase path for such a dynamically packaged holiday and [here](#).
2. When you purchase a Holiday Product please remember that, in addition to these terms, you will be subject to the terms and conditions of the third party supplier, such a supplier could include a tour operator or an airline. Please contact our Customer Services who will be able to provide those terms and conditions to you.
3. Where the supplier of the Holiday Product allows you to cancel or modify a Holiday Product or service you must contact Travelcoast in writing of such a request. Unless we receive such a written request we will be unable to effect that request. Please note that because the contract for the Holiday Product is between you and the supplier, Travelcoast have no discretion in deciding whether the Holiday Product can be cancelled or modified.
4. Any visa, passport and inoculation requirements are your responsibility and failure to obtain the relevant documentation is not the responsibility of Travelcoast.
5. Please note, some of our Holiday Products are sold "subject to availability" what this means is that we do not confirm your order immediately. We will pass your details onto our suppliers who will check to see if the Holiday Product is available, if it is they will book it for you, if its not they will revert to you directly.
6. If it is not possible to get tickets for Holiday Products to you (e.g. because your travel date is imminent) we may insist that you have an "e-ticket" generated. This means that you will have to pick up your ticket at your point of departure. Don't worry, we will make sure you know exactly where to pick up your tickets.

D. Hotels

1. All hotel discounts advertised are based on the discounts from the full "rack rate" including VAT



and are correct at the time the offers are first advertised on the website. However, please note that some hotels in other countries may also charge local or other taxes, which may not be included in the offer.

2. If you wish to cancel your hotel room, please contact our customer services via our contact us page. Please include your order number and details of your cancellation. In the event of cancellation for whatever reason you shall be liable to pay Travelcoast an administration fee of £20. This is in addition to any cancellation charge the hotel may impose. Any booking fees or credit card charges are non-refundable.
3. Please be aware that the hotel room photos are only a depiction of the type of rooms on offer and may not represent the actual room described.
4. Unless otherwise stated, breakfast, lunch and dinner are not included.
5. Star ratings may differ according to the country where the hotel is located and are out of the control of Travelcoast. Therefore Travelcoast cannot be held responsible for any misconceptions relating to star ratings.
6. Please note foreign hotel room advertisements displayed on our UK website may have room rates identified in both GBP sterling as well as the local currency, or any other currency as requested by the specific hotel supplier. Unless stated otherwise, at the time of final payment, the room rate you will be charged by the hotel shall be as expressed in the local currency (or in any other currency as determined by the hotel) and not in GBP sterling. Please be aware any subsequent conversion of the local currency to GBP sterling by the hotel on your behalf may differ from the GBP sterling room rate advertised on our UK website.

E. Car Hire

Please note that the service of car hire is provided by Holiday Autos UK and Ireland Ltd. In the sale of car hire reservations Travelcoast is acting as agent for Holiday Autos. Your contract for the car hire reservation will therefore be with Holiday Autos subject to their terms and conditions which are available on our website or on request.

Additional Terms Relating to Car Hire

All rates include:

Unlimited mileage except Banff and Jasper in Canada and Australia and certain car types worldwide.
Third party insurance.
Collision damage waiver liability. This covers you for damage to your hired car in the event of an accident, except where negligence is proved.
Theft waiver.
Airport surcharges, with the exception of Israel.
Bail bonds (where needed).
All local taxes except Australia where taxes are paid locally by law.

What's not included?

Personal accident insurance (PAI): this is probably covered in your holiday insurance. It is an option, which you will be offered on collection of the car.
Additional non-mandatory insurances.
Insurance exclusions - see the relevant insurance sections.
Fuel: a deposit is often payable for fuel and is usually refunded if the car is returned with a full tank.
Fuel policies vary. Please check when you pick up your car.
Garaging, tolls, congestion charges, parking and traffic fines.
Additional drivers charges where applicable - please check online or with our reservations department at the time of booking. These charges are payable locally.
Delivery and collection of your car can be arranged during normal working hours. There may be a charge for this.
Out of hours charges.
Optional extras.
One-way rental charges where applicable.
Young drivers charges where applicable.
Licence fees in Barbados and Jersey.



Flight information

For airport pick-ups, it is essential that we be given the correct flight number and arrival time, before departure. This can be done either online or by phone. If this is not available at the time of booking, please ensure that you inform us of this at least 7 days prior to departure, either online or by phone. No responsibility can be accepted or compensation allowed for a failed rental due to the late provision of this information.

Drivers age

If you are under 25 or over 65 years old please inform our reservations staff at the time of booking. Age restrictions may apply in certain destinations, and in some cases there may be a young drivers charge payable locally.

Period of rental

Rental days are based on 24 hour units, commencing at the time of pick-up. If you wish to extend the rental period after collection of the car, or if you return the car late, you will be charged locally at the local daily rate, which may be higher than our rates. No refunds are payable on cars returned early.

Special requests

Child seats: these are mandatory in most countries and must be requested at the time of booking. Although instructions will be provided you will be required to fit the child seat yourself. For older children, it is recommended that you take your own booster seats. If requested and confirmed at least 7 days prior to departure these will be guaranteed.

Roof racks and ski racks: these are available in some locations and should be specially requested at the time of booking. There is usually a charge for them which is payable locally. No guarantee can be made regarding their availability unless you book the 'ski max' (where available).

Driving licence

Drivers must produce a full British driving licence held for at least one year (or in some cases an international driving licence). Drivers with a new style licence must have all sections with them. In certain locations and for some car types, drivers must have held a full licence for a minimum of 2 years.

It is the driver's responsibility to ensure that he/she has the appropriate driving licence

Our reservations agent must be informed of any endorsements on the driver's licence, as we may not be able to take your booking.

No refunds will be given for rentals rejected due to non-production of a driving licence or non-disclosed endorsements.

Faxed or photocopied licences are not acceptable!

Rental documents

The rental voucher must be presented when picking up your rental car. We cannot be held responsible for rentals rejected if a voucher is not presented. You should retain your rental documents and related receipts for a minimum of 28 days after returning home.

Additional drivers

Charges often apply for additional drivers and are payable locally on pick-up. We cannot be held responsible for any increase in charges. Please check online or with our reservations department at the time of booking.

Deposits

Deposits vary by destination.

All customers will be required to leave a deposit to cover the insurance excess and fuel. To do so, a valid credit card in the name of the lead driver, must be produced upon collection of the car, as a form of deposit.

Cash deposits are rarely accepted.

Where a deposit for fuel is payable, it will usually be refunded if the car is returned with a full tank. If the tank is not returned full, our local car rental partner will charge for fuel at its prevailing rate. They may also levy a refuelling charge. Please check the fuel policy when you pick up your car. Deposits against damage are required in some countries. A major credit card can be used for this purpose.



Provision of cars

Our local car rental partner can refuse to provide a car to any customer who is, in their opinion, unfit to drive or does not meet eligibility requirements. In such circumstances your contract with us will terminate immediately, and we will have no further liability to you, and no refund will be due.

Number of passengers

Our rental cars are insured for a maximum number of passengers. We cannot accept responsibility if the vehicle is not large enough to fit all passengers and luggage on arrival if details were not supplied at the time of booking. In the interest of safety this number must not be exceeded and if exceeded the insurance will be invalidated.

Driving restrictions

Restrictions are applicable when crossing country/state borders. Please consult our reservations department at the time of booking as to whether border crossing is permitted and what, if any, charges apply.

Insurance exclusions and damage excess refund product

You will be required to leave a deposit to the value of any insurance excess, which may be charged by our car rental partner, if the car is damaged during the rental. If purchased at the time of booking (included at no extra charge if your booking was made on line), the damage excess refund product will cover you for damage excess that you may be charged. This damage excess can be reclaimed through we, subject to our terms and conditions, providing you complete an accident report form from our car rental partner and then forward a copy of this to we. The damage excess refund product does not apply to prestige cars. It does not cover damage to wheels, tyres, windows, the roof, the underside, the interior of the car, towing charges or damage caused wilfully or recklessly. You may therefore be liable for the cost of this damage. Insurance cover is not provided for the contents of the car in the event of theft. In the event that keys are lost or damaged you will be liable for reasonable costs for obtaining a replacement, and further costs if directly related to the theft of the car.

Tax

All taxes are included except those on any extras purchased locally. e.g. One-way drop-off fees, child seats and additional drivers.

We reserve the right to levy any government increases in local taxes that may be introduced after the printing of these terms and conditions. Any additional charges payable on arrival are subject to local taxes at the prevailing rate in that country.

Car type/suitability

We are unable to guarantee a particular make, model or fuel type of car. The car shown on your voucher is for guidance only and may be substituted for an alternative, similar or upgraded car (at no extra cost). If you have booked a prestige car, the specific car booked is guaranteed.

If it becomes impossible to provide your booked car due to breakdown or an accident, a similar or upgraded car will be provided.

If you are dissatisfied in any way with the standard of your booked car, you must advise our local car rental partner immediately and we in writing within 28 days of your return. Failure to do so may result in any claims not being accepted or settled by we.

Mechanical difficulties/accidents

In the event of any mechanical difficulties or accidents involving your car, it is important that details are reported to our local car rental partner within 24 hours. In the event of an accident you must also complete an accident report form by the end of the rental period.

Local police should also be notified in the case of accidents and a signed police report obtained.

Full details of third parties should also be obtained.

Our local car rental partner must give authority to repair or replace a vehicle. Their name and contact details are shown on your voucher and rental agreement. You should retain copies of all rental documentation in the event an insurance company is involved. Your insurance cover may be invalidated if this procedure is not followed correctly and this may prejudice any claim for compensation.

A check-in form must be signed on return of the vehicle. Failure to do so may delay the investigation of disputes regarding damage excess charges

Additional conditions applicable to the USA and Canada

All rentals in the USA and Canada include third party liability insurance, which conforms to the statutory



minimum required by each state but can be as low as \$5,000. Our prices include excess liability insurance (also known as supplementary liability insurance (SLI) or extended protection (EP). This offers third party liability insurance above the minimum level of protection (see above) and increases your third party protection to \$1,000,000 in respect of any claims made against you.

EP also provides coverage up to \$100,000 (\$40,000 in Texas). These benefits are provided to the renter and any family member related by blood, marriage or adoption, who, while occupying the rental car, sustained bodily injury or death caused by a negligent uninsured/underinsured motorist. Please note that certain car rental partners do not provide this cover.

Additional conditions for Australia

Mileage

All rentals in metropolitan areas of Australia include unlimited mileage, except minivans where rates include 200 kms per day.

In country areas, rates include 200 kms per day.

In remote areas, the rates include 100 kms per day.

Excess kilometres are charged at au \$0.30 per km.

Deposits

A security deposit of between au \$275 and au \$1100, depending on car type, is statutory upon collection of the vehicle. Any major credit card in the lead driver's name is acceptable for this security deposit.

emergency phone number +0044 1483 909 824

Airport parking, Lounges and Meet and Greet

1. Please note that the service of providing reservations for airport car parking on the Website is provided to you by our partner Holiday Extras. The contract for the service is therefore between you and Holiday Extras on their terms and conditions.
2. Please note that the service of providing reservations for airport car parking on the Website is provided to you by our partner Holiday Extras. The contract for the service is therefore between you and Holiday Extras on their terms and conditions.
3. Please note that the service of providing reservations for airport car parking within the Channels is provided to you by our partner BCP Limited ("BCP") a member of the British Car Parking Association.
4. The contract for the service is therefore between you and BCP on their terms and conditions. Those terms and conditions are detailed below. Please make sure you read them carefully before making any reservation.
5. BCP Terms and Conditions:
 1. Bookings are deemed to be placed when made electronically through this web site.
 2. Your charge for parking has been calculated on the basis of the departure and return dates given and shown in your confirmation. Should your flight land after midnight you may be subject to an additional days parking charge which is payable locally.
 3. We can only process a booking made through this web site when payment is made using VISA, Mastercard, American Express, or Switch. If your card is declined for whatever reason we reserve the right not to fulfil your booking. No other form of payment is accepted for bookings made on this web site.
 4. All prices are quoted in UK Pounds Sterling, include VAT and transport where applicable. Prices quoted can be subject to change. In the case of bookings made using overseas credit cards, prices will be converted into your local currency by the card issuing authority at the rate applicable on the date of processing.
 5. For all car park bookings BCP must be informed of a cancellation in writing or by phoning customer services on 0870 013 4993. Please include your order number, registered email address and details of your cancellation. In the event of cancellation for whatever reason you shall be liable to pay an administration fee of £20. Purchases under £20 are not refundable. Any booking fees or credit card charges are non-refundable.
 6. Any cancellation advised within 4 hours of travel or after date of travel will not be



- refunded.
7. BCP acts as booking agent for the product and service providers and is only liable for losses directly arising from its negligence in processing your bookings. BCP reserves the right not to accept or fulfil a booking.
 8. All services are subject to availability and to the current terms and conditions of the service provider, full details of which are available on request. At off airport car parks your car will be parked for you in a secure compound. On airport car parks are open to the public and, whilst they have security patrols, cars and their contents are parked at their owner's risk. Car claims cannot be considered unless reported prior to departure from the car park. No liability is accepted for loss or damage unless it is proved to be caused by negligence of the service provider.
 9. We confirm that any payment information given to BCP by you will only be used by BCP, and will not be distributed to any other organisation under any circumstance.
 10. Telephone calls to BCP are charged at the national rate and may be monitored for training purposes.
 11. Should you wish to change any of the details please ring. We will be pleased to help.
 12. BCP VAT number is GB 644 5135 46.
 13. BCP Limited is a member of the British Parking Association (BPA) whose registered office is at 28 Bolton Street London W1J 8BP and Company Number is 781158
 14. These Terms and Conditions do not affect your Statutory Rights as a consumer.

F. Travel Insurance

1. Please note that the sale of travel insurance on the website is provided to you by our partner UK Underwriting Limited. The contract for the service is therefore between you and UK Underwriting Limited on their terms and conditions. Those terms and conditions are detailed below. Please make sure you read them carefully before making any reservation
A.B.I. code of practice

Under the Association of British Insurers General Business Code of Practice, we must draw your attention to some important features of your insurance including:

1. **Insurance document.** You should read this carefully. It gives full details of what is and is not covered and the conditions of the cover.
2. **Conditions and exclusions.** Specific Conditions and Exclusions apply to individual Sections of your insurance, whilst General Exclusions and Conditions will apply to the whole of your insurance.
3. **Health.** This insurance contains restrictions regarding pre-existing medical problems concerning the health of the people traveling and of other people upon whose health the trip depends. You are advised to read the document carefully.
4. **Property claims.** These claims are paid based on the value of the goods at the time you lose them and not on a 'new for old' or replacement cost basis.
5. **Limits.** This insurance has limits on the amount we will pay under each Section. Some Sections also include other specific limits, for example, for any one item or for valuables in total.
6. **Excesses.** Under some sections of this insurance, claims will be subject to an excess. This means you will be responsible for paying the first part of the claim. The excesses apply separately to each section and to each person claiming, unless otherwise stated.
7. **Date change exclusion.** Changes in dates could see widespread failures of computer and other systems containing computer chips, which depend on date-related information in order to work properly. Your policy excludes anything directly or indirectly caused by failure of any computer hardware or software or other electrical equipment to recognise or process any date as the true calendar date.
8. **Reasonable care.** You need to take all reasonable care to protect yourself and your property, as you would if you were not insured.
9. **Dangerous sports and pastimes.** If you are going to take part in dangerous sports or pastimes where there is a risk of injury, check that this insurance covers you.
10. **Customer service.** We always try to provide a high level of service. However, if you think we have not lived up to your expectations, please refer to the Complaints Procedure.
11. **Cooling-off period.** This insurance contains a 14 day 'cooling off' period during which you can return it and get a refund if you have a justifiable reason for being dissatisfied with the cover,



provided no claims have been made and you have not travelled.

G. Miscellaneous

1. You accept financial responsibility for all transactions made under your name or account.
2. In order to make a purchase you must be over 18 years old be purchasing for yourself and have the legal capacity to make the transaction.
3. You must make sure that all the information you provide to us is true and accurate.
4. You must not use the website for speculative, false or fraudulent bookings.
5. Failure to supply the correct credit or debit card billing address information and/or cardholder details may result in delays to the issue of your tickets and may make the fare(s) subject to increase. Please ensure that the details you give match those on your credit card billing statement. We also reserve the right to cancel tickets after issue if payment is declined or incorrect cardholder details and billing information have been supplied.

Further, in an effort to minimise the effects of credit card fraud, we reserve the right to carry out random checks, including checks of the electoral roll, and may request you to either fax or post to us proof of your address and a copy of the credit card and recent statement before issuing any tickets.

Please note, we can only accept credit card details belonging to the named lead passenger. There is a 2% charge levied on credit card payments.

6. The transmission of threatening, defamatory, pornographic, political or racist material or any material that is otherwise unlawful is expressly prohibited.
7. The site and any content may not be modified, copied, transmitted, distributed, sold, displayed, licensed, or reproduced in any way by you, except if you wish to make copies of the website for your own personal and non-commercial use.
8. This user agreement is between you and Travelcoast Limited and is governed by the laws of England and Wales.

If you wish to contact us on any issue detailed in these terms you may do so by contacting our customer services by any of the following methods:

1. by online contact form;
2. by writing into our Customer Services Department at onlinetravel.com, Customer Relations Department, 4th Floor Victoria Gate, Chobham Road, Woking, Surrey, GU21 6JD

In order for us to assist with your query as quickly as possible, please make sure that you have your order number before you call us. In most cases we can only discuss order information with the person who made the booking, or one of the passengers on a booking.



Terms and Conditions - Tour Operator Package Holidays and Hotels

Tour Operator Package Holidays and Hotel bookings are booked through **onlinetravel.com** are governed by the Terms and Conditions of our parent company **lastminute.com**. These are as below.

Terms and Conditions

This is the user agreement which governs your use of this website or, if relevant, one of our other distribution channels (such as Interactive TV ("IDTV"), mobile telephone commerce ("WAP") or interactive voice technology ("IVT") (the "Channels") and the purchase by you of the services and products we provide. Each Channel is owned and operated by a member of the lastminute.com Ltd group ("lastminute.com", "we", "us") however not all of the products or services we provide are supplied by us, therefore the contract for the product and/or service will be between you and that third party.

General Section - please note that this section relates generally to your use of any Channel and to all products purchased.

Please take time to read these terms and conditions it is important for both of us that you understand our contractual relationship relating to your use of the Channels. We will not allow you to purchase any products from any of the Channels unless you have confirmed that you have read these terms.

Except for the sale of a very small number of products (such as, for some entertainment tickets) our Channels operate to an agency model. This means that we act as a disclosed agent for third party suppliers, such as a tour operator, hotel or a restaurant. What this means is that the contract for the product is between you and the supplier. In most cases this will mean that there are additional terms and conditions governing the contract as each supplier will have terms and conditions relating to that product. Please make sure that you have read these terms and conditions before completing your transaction with us. You can easily request them from our Customer Services by using one of the methods detailed at the end of these terms. Where we act as agent this will mean that we have no contractual liability to you in respect of that product. However, we may still be liable to you if we have been negligent, we have misrepresented important information or have been in breach of any other relevant law. On the other hand, for some products, we act as principal. This means that the contract for the product is between you and us. Don't worry we will let you know where we act as principal and where we act as agent.

All products sold through lastminute.com's Channels are not an offer by lastminute.com to sell any product, but an invitation to you to make an offer to our suppliers. We are free to accept that offer on behalf of those suppliers or to reject it. We will send you an e-mail confirming the contract if you are purchasing from the website, from other Channels the confirmation may be different. For example when purchasing via WAP we will send you an SMS or via IVT our acceptance will be communicated when the product is delivered. The method of concluding a contract will be made clear on the relevant Channel.

Because the contract for the product is between you and the supplier any queries or concerns relating to the product should be addressed to them. You will see the name and address, plus contact details, for most suppliers at the bottom of the more info section for each product and for all suppliers in any confirmatory e-mail we send you. We will of course assist you with this if you wish - please contact Customer Services.

Where your contract is not with lastminute.com but with a third party supplier such as a tour operator or hotel, lastminute.com may pass your credit card (or details of any other payment method allowed) and any other essential booking details to that third party. The placing of an order for any goods and services by you will constitute consent to us passing on such details.

Please make sure that you have read and understood the more info sections on the Channels, it is your responsibility to make sure you have done so.

You undertake to us that the details you give to us while using the Channels are correct in particular that the credit or debit card you are using is your own and that there are sufficient funds to cover the cost of the product or service.

If there are any changes to the details supplied to us by you it is your responsibility to inform lastminute.com via our web form or by contacting our Customer Services as soon as possible.



We won't send you e-mails which you do not want but we can't guarantee that third parties to whom your details are sent won't do so.

Our Channels will not stop you from making impossible bookings such as two flights to the same place at the same time or a flight to one place and theatre tickets to another at the same time. If you make that kind of booking we won't give you a refund.

We will do our best to correct errors and omissions as quickly as practicable after being notified of them. However because of the sophisticated technology that is required in operating lastminute.com there may be times when obvious errors occur. For example, very occasionally, this may result in a price, product or service or other detail displayed or presented on a Channel being incorrect. In this case we reserve the right to cancel that contract, but this of course will be without any liability to you.

lastminute.com does not make any warranty that the website is free from infection by viruses or anything else that has contaminating or destructive properties.

Specific Terms - Please note these terms only relate to the purchase of the specific products to which they relate. Please note if there is a conflict or ambiguity between these Special Terms and the General Terms the Special Terms shall prevail: Click below for Terms and Conditions relating to:

- Data Protection and Privacy
- Holidays and other travel related products ("Holiday Products")
- Hotels
- Airport Car Parking
- Travel Insurance
- Other Miscellaneous Section

A. Data Protection and Privacy Policy February 2004 for the lastminute.com site

Please find below our privacy policy for the lastminute.com site which shall be deemed to be incorporated into these terms and conditions. We are Last Minute Network Limited (trading as 'lastminute.com') and our registered address is 39 Victoria Street, London, SW1E 6JP. lastminute.com takes the privacy of its customers data very seriously. Please read the following policy to understand how we will treat your personal data after it has been collected by us through your use of one of our distribution channels. Those distribution channels will include our website, our WAP, PDA and digital TV services our Interactive Voice Recognition software and other channels as they evolve. If this policy changes then we will let you know via our homepage but we assure you that we only use your data as specified here and for our legitimate business reasons.

When do we collect data?

We can collect data on you from a variety of different sources these include.

1. When you purchase products or services from the site or via any of our other distribution channels.
2. When you become a subscriber;
3. When you speak to our customer services personnel;
4. Via explicit data capture measures, for example by entering competitions and completing surveys;
5. Via implicit data capture measures such as studying which pages you read the most and the use of cookies. In any of the above cases the data we collect could be personal data.

What do we do with your personal information?

When you buy anything via the site or give us any personal data as indicated above, we may need to collect information about you to process the transaction, fulfill your order and provide you with the



services you expect then and in the future. This information may include, but is not limited to, details such as your name, your address, your phone number and your credit card details.

Unless we have your express consent we will only disclose personal data to third parties if this is required for the purpose of completing your transaction with us. This is of course subject to the proviso that we may disclose your data to certain permitted third parties, such as members of our own group, our own professional advisers who are bound by confidentiality codes, and when we are legally obliged to disclose your data.

By becoming a subscriber you consent to receive from us by e-mail our e-newsletter and details of other special offers which we may think may be of interest to you.

By subscribing to our 'lastminute.com onthefly' SMS services you consent to receive from us by SMS, MMS, EMS or voice-message our m-newsletter and details of other special offers which we may think may be of interest to you.

lastminute.com retains and uses your personal information to provide you with the best remote commerce (including electronic and mobile commerce) experience by providing you with a personalised service and to give you details of offers which we think will be of interest to you. We may also use the information to process any transactions you undertake with us and for internal administration and analysis. For quality assurance and training reasons we record most of the calls you make to us.

We do not sell, rent or trade your personal information to third parties for marketing purposes without your express consent.

For any of the above purposes we may send your information internationally including to countries outside the EEA. Some of these jurisdictions offer differing levels of protection of personal information, not all of which may be as high as the UK.

Beginning 1 January 2004, the personal information that you submit to us through the lastminute.com auction site will be collected, stored and processed at our third party service provider's data centre in the Canada. Canada has data protection laws that are as stringent than those in the UK.

By becoming a lastminute.com auction customer you consent to the collection, storage and processing of your personal information in Canada.

Cookies

Each web site owned and operated by the lastminute.com group uses cookies. A cookie is a small text file of which there are three types: Session cookies: These are used to maintain something called session state. If you consider your journey through the site to be a conversation with us and this cookie just reminds the site where we were in that conversation (for instance if at some point in the conversation you asked us to add a hotel to your basket, next time you click on the basket it is still there). These are required for the site to function but are not used in any way to identify you personally.

Permanent cookies: These store a few numbers on your hard drive. You can view them by looking in the cookies directory of your browser installation if you are interested. They last for a long time and each time you come to our site you send us a copy of them. We use them to identify you between visits. For instance if you were looking at hotels in London last time you were on the site and we have a great hotel deal we may use this cookie to recognise you and show you our great deal. They are not required for the site to work but may enhance your experience. We do not store any personal data in these cookies, just a unique number that identifies you to us.

Third Party Cookies: You may have noticed that we carry advertising from third parties on our site. Occasionally they may send you a cookie. We have no control over these.

Although you cannot block "session" cookies as they are required for our site to function correctly you can configure your internet browser so that it can reject both "permanent" and "third party" cookies. How you do this will depend upon the internet browser you use (for example, Internet Explorer 5, Netscape 4 or Opera etc) and it is therefore impractical for us to detail here how you can reject those cookies. Please refer to the relevant internet browser manufacturer's website where you should be able to receive all the information you need."

Third Party Advertising



The ads appearing on this Web site are delivered to you, on our behalf, by our Web advertising partner. Information about your visit to this site, such as number of times you have viewed an ad (but not your name, address, or any other personal information), is used to serve ads.

Data

In the UK we operate and are registered in accordance with applicable data protection legislation.

Consent

By disclosing your personal information to us using this website or over the telephone, you consent to the collection, storage and processing of your personal information by lastminute.com in the manner set out in this Privacy Policy. Some information and e-mails sent to lastminute.com may be used as testimonials but no e-mail address or contact details will be displayed.

Opt-Out Policy

lastminute.com Newsletter subscribers have the option to opt-out of receiving further information from us. [Click here to unsubscribe.](#)

Change/Modify Details

To change your e-mail address details, send an e-mail with your correct details to: changeme@lastminute.com If you need to Modify or Change your personal details after you have made a purchase on the site please contact us as soon as possible.

Contact

If you have any questions or concerns about the information we hold about you, you can also contact us.

Globepost Limited Data Protection and Privacy Policy

(a) What do we do with your personal information?

When you buy anything via the site or give us any personal data as indicated above, we may need to collect information about you to process the transaction, fulfill your order and provide you with the services you expect then and in the future. This information may include, but is not limited to, details such as your name, your address, your phone number and your credit card details.

Unless we have your express consent we will only disclose personal data to third parties if this is required for the purpose of completing your transaction with us. This is of course subject to the proviso that we may disclose your data to certain permitted third parties, such as members of our own group, our own professional advisers who are bound by confidentiality codes, and when we are legally obliged to disclose your data.

By becoming a subscriber you consent to receive from us by e-mail our e-newsletter and details of other special offers which we may think may be of interest to you.

By subscribing to our 'lastminute.com onthefly' SMS services you consent to receive from us by SMS, MMS, EMS or voice-message our m-newsletter and details of other special offers which we may think may be of interest to you.

Globepost retains and uses your personal information to provide you with the best remote commerce (including electronic and mobile commerce) experience by providing you with a personalised service and to give you details of offers which we think will be of interest to you. We may also use the information to process any transactions you undertake with us and for internal administration and analysis. For quality assurance and training reasons we record most of the calls you make to us.

We do not sell, rent or trade your personal information to third parties for marketing purposes without your express consent.

For any of the above purposes we may send your information internationally including to countries outside the EEA. Some of these jurisdictions offer differing levels of protection of personal information, not all of



which may be as high as the UK.

(b) Cookies

Each web site owned and operated by the lastminute.com group, including Globepost, uses cookies. A cookie is a small text file of which there are three types:

Session cookies: These are used to maintain something called session state. If you consider your journey through the site to be a conversation with us and this cookie just reminds the site where we were in that conversation (for instance if at some point in the conversation you asked us to add a hotel to your basket, next time you click on the basket it is still there). These are required for the site to function but are not used in any way to identify you personally.

Permanent cookies: These store a few numbers on your hard drive. You can view them by looking in the cookies directory of your browser installation if you are interested. They last for a long time and each time you come to our site you send us a copy of them. We use them to identify you between visits. For instance if you were looking at hotels in London last time you were on the site and we have a great hotel deal we may use this cookie to recognise you and show you our great deal. They are not required for the site to work but may enhance your experience. We do not store any personal data in these cookies, just a unique number that identifies you to us.

Third Party Cookies. You may have noticed that we carry advertising from third parties on our site. Occasionally they may send you a cookie. We have no control over these.

Although you cannot block "session" cookies as they are required for our site to function correctly you can configure your internet browser so that it can reject both "permanent" and "third party" cookies. How you do this will depend upon the internet browser you use (for example, Internet Explorer 5, Netscape 4 or Opera etc) and it is therefore impractical for us to detail here how you can reject those cookies. Please refer to the relevant internet browser manufacturer's website where you should be able to receive all the information you need."

Third Party Advertising

The ads appearing on this Web site are delivered to you, on our behalf, by our Web advertising partner. Information about your visit to this site, such as number of times you have viewed an ad (but not your name, address, or any other personal information), is used to serve ads.

(c) Data

In the UK we operate and are registered in accordance with applicable data protection legislation.

(d) Consent

By disclosing your personal information to us using this website or over the telephone, you consent to the collection, storage and processing of your personal information by Globepost in the manner set out in this Privacy Policy. Some information and e-mails sent to Globepost may be used as testimonials but no e-mail address or contact details will be displayed.

(e) Opt-Out Policy

Globepost Newsletter subscribers have the option to opt-out of receiving further information from us. Click [here](#) to unsubscribe.

(f) Change/Modify Details

To change your e-mail address details please use the "My account" link on the top of any lastminute.com page.

If you need to Modify or Change your personal details after you have made a purchase on the site please contact us as soon as possible.

(g) Contact

If you have any questions or concerns about the information we hold about you, you can also contact us.



(ii) Charter Flights

In the sale of charter flights Globepost Limited (part of the lastminute.com Ltd group) acts as agent for various third party suppliers. The contract for the charter flight will be between you and the relevant supplier and you will be subject to their terms and conditions. To read those terms and conditions please [click here](#).

In addition as we incur cost in administrating cancellations and modifications, if you ask us to administer any relevant cancellation and/or amendment on your behalf we will charge an administration fee of £45. Please be aware that this fee will be in addition to any charge you may have to pay the supplier.

(iii) No Frills Flights

Note: the service we provide for you in respect of the purchase of standalone (ie not part of a package holiday) no frills flights (eg from BMI Baby etc) is a different service than the service we provide for the sale of other airline tickets. These special terms apply to that service:

1. In the sale of stand alone no frills flights (eg from BMI Baby etc) we will search the relevant no frills database, and then, if you choose to buy, will purchase the flight seats on your behalf directly from the airline. We will receive an itinerary/confirmation email from the no frills airline which we will forward directly to you by email. This service is provided by our Flights subsidiary company Globepost Limited.
2. If you have any query in respect of the flight, please contact our customer services who will approach the relevant airline on your behalf. We will, of course, use our best endeavours to ensure that all of your requests are complied with, however, if the no frills airline imposes any fee or charge on us to effect these changes, we reserve the right to pass on the charge to you.
3. You will be subject to the terms and conditions of the relevant no frills flights which will be deemed to be incorporated into this contract. They can be accessed from the relevant no frills website.
4. Remember if you purchase the no frills flight through our dynamic packaging technology to create a holiday package, your holiday will be governed, not by these terms, but by our dynamically packaged holiday terms and conditions below.

C. Package Holidays and other holiday related products ("Holiday Products") and package holidays which you package yourself

When you purchase a Holiday Product please remember that, in addition to these terms, you will be subject to the terms and conditions of the third party supplier, such a supplier could include a tour operator or an airline. Please contact our Customer Services who will be able to provide those terms and conditions to you.

Where the supplier of the Holiday Product allows you to cancel or modify a Holiday Product or service you must contact [lastminute.com](#) in writing of such a request. Unless we receive such a written request [lastminute.com](#) will be unable to effect that request. Please note that because the contract for the Holiday Product is between you and the supplier, [lastminute.com](#) have no discretion in deciding whether the Holiday Product can be cancelled or modified.

Any visa, passport and inoculation requirements are your responsibility and failure to obtain the relevant documentation is not the responsibility of [lastminute.com](#).

Please note, some of our Holiday Products are sold "subject to availability" what this means is that we do not confirm your order immediately (your first confirmation e-mail will just be an acknowledgment of order) but we will pass your details onto our suppliers who will check to see if the Holiday Product is available, if it is they will book it for you, if its not they will revert to you directly. Please see the 'More Info' text for each "subject to availability" Holiday Product for more details"

If it is not possible to get tickets for Holiday Products to you (eg because your travel date is imminent) we may insist that you have an "e-ticket" generated. This means that you will have to pick up your ticket at your point of departure. Don't worry, we will make sure you know exactly where to pick up your tickets.

When you create your own package holiday (for example when you package together two or more of a flight, hotel, car hire and/or a tour or excursion) on the [lastminute.com](#) site (or any other site using the



lastminute.com dynamic packaging technology) your contract will be with The Destination Group Limited which is part of the lastminute.com ltd group. The Destination Group Limited holds an Air Travel Organiser's Licence (ATOL 2960) for your financial security and are members of ABTA (9559X). The terms and conditions which govern that contract can be found during the purchase path for such a dynamically packaged holiday and [here].

D. Hotels

Hotel Cancellations / Amendments

In the event that you would like to cancel or amend your hotel booking, it is your responsibility to notify lastminute.com verbally or in writing at least 48 hours prior to arrival date.

lastminute.com applies an administration charge fee of £20 per booking for any modifications, changes or cancellations to your reservation. This will be regardless of price of your reservation.

In addition to the lastminute.com charges, most hotels may also have a penalty or cancellation fee for any changes or cancellations to reservations. This can be calculated from the date of amendment / cancellation to the date of arrival, alternatively one set fee. Customer Services will advise you if you decide to proceed with the changes.

All hotel discounts advertised are based on the discounts from the full "rack rate" including VAT and are correct at the time the offers are first advertised on any Channel. However, please note that some hotels in other countries may also charge local or other taxes, which may not be included in the offer.

"Rack rate" is the rate published by a hotel which is the maximum it will charge for any room.

If you wish to cancel your hotel room, please contact us. In the event of cancellation for whatever reason you shall be liable to pay lastminute.com an administration fee of £20. This could be in addition to any cancellation charge any hotel may impose.

Prices stated are on per room, per night basis and include VAT unless otherwise stated.

Please be aware that the hotel room photos are only a depiction of the type of rooms on offer and may not represent the actual room described.

Unless otherwise stated, breakfast, lunch and dinner are not included.

Star ratings may differ according to the country where the hotel is located and are out of the control of lastminute.com. Therefore lastminute.com cannot be held responsible for any misconceptions relating to star ratings.

Please note foreign hotel room advertisements displayed on the UK website of lastminute.com may have room rates identified in both GBP sterling as well as the local currency, or any other currency as requested by the specific hotel supplier. Unless stated otherwise, at the time of final payment, the room rate you will be charged by the hotel shall be as expressed in the local currency (or in any other currency as determined by the hotel) and not in GBP sterling. Please be aware any subsequent conversion of the local currency to GBP sterling by the hotel on your behalf may differ from the GBP sterling room rate advertised on the UK website of lastminute.com.

E. Car Hire Airport and Car Parking

Car Hire reservation services on the Channels are provided by Holiday Autos (UK & Ireland) Limited, a member of the lastminute.com ltd group. Their terms and conditions can be found on the purchase path when purchasing car hire and [Here].

Please note that the service of providing reservations for airport car parking on the Channels is provided to you by our partner BCP Limited ("BCP") a member of the British Car Parking Association.

The contract for the service is therefore between you and BCP on their terms and conditions. Those terms and conditions are detailed below. Please make sure you read them carefully before making any reservation.

BCP Terms and Conditions:



1. Bookings are deemed to be placed when made electronically through this web site.
2. Your charge for parking has been calculated on the basis of the departure and return dates given and shown in your confirmation. Should your flight land after midnight you may be subject to an additional days parking charge which is payable locally.
3. We can only process a booking made through this web site when payment is made using VISA, Mastercard, American Express, or Switch. If your card is declined for whatever reason we reserve the right not to fulfil your booking. No other form of payment is accepted for bookings made on this web site.
4. All prices are quoted in UK Pounds Sterling, include VAT and transport where applicable. Prices quoted can be subject to change. In the case of bookings made using overseas credit cards, prices will be converted into your local currency by the card issuing authority at the rate applicable on the date of processing.
5. For all car park bookings BCP must be informed of a cancellation in writing or by phoning customer services on 0870 013 4993. Please include your order number, registered email address and details of your cancellation. In the event of cancellation for whatever reason you shall be liable to pay lastminute.com an administration fee of £20. Purchases under £20 are not refundable.
6. Any cancellation advised within 4 hours of travel or after date of travel will not be refunded.
7. BCP acts as booking agent for the product and service providers and is only liable for losses directly arising from its negligence in processing your bookings. BCP reserves the right not to accept or fulfil a booking.
8. All services are subject to availability and to the current terms and conditions of the service provider, full details of which are available on request. At off airport car parks your car will be parked for you in a secure compound. On airport car parks are open to the public and, whilst they have security patrols, cars and their contents are parked at their owner's risk. Car claims cannot be considered unless reported prior to departure from the car park. No liability is accepted for loss or damage unless it is proved to be caused by negligence of the service provider.
9. We confirm that any payment information given to BCP by you will only be used by BCP, and will not be distributed to any other organisation under any circumstance.
10. Telephone calls to BCP are charged at the national rate and may be monitored for training purposes.
11. Should you wish to change any of the details you have given us please ring 0870 013 4600. We will be pleased to help.
12. BCP VAT number is GB 644 5135 46.
13. BCP Limited is a member of the British Parking Association (BPA) whose registered office is at 28 Bolton Street London W1J 8BP and Company Number is 781158
14. These Terms and Conditions do not affect your Statutory Rights as a consumer. F. Travel Insurance

Please note that the sale of travel insurance on the lastminute.com website is provided to you by our partner Mondial Assistance (UK) Limited ("Mondial") a member of the Mondial Assistance Group. The contract for the service is therefore between you and Mondial on their terms and conditions. Those terms and conditions are detailed below. Please make sure you read them carefully before making any reservation. You can contact Mondial on 0208 666 9298 and quote your lastminute.com reference.

A.B.I. code of practice

Under the Association of British Insurers General Business Code of Practice, we must draw your attention to some important features of your insurance including:

1. Insurance document. You should read this carefully. It gives full details of what is and is not covered and the conditions of the cover.
2. Conditions and exclusions. Specific Conditions and Exclusions apply to individual Sections of your



insurance, whilst General Exclusions and Conditions will apply to the whole of your insurance.

3. Health. This insurance contains restrictions regarding pre-existing medical problems concerning the health of the people travelling and of other people upon whose health the trip depends. You are advised to read the document carefully.

4. Property claims. These claims are paid based on the value of the goods at the time you lose them and not on a 'new for old' or replacement cost basis.

5. Limits. This insurance has limits on the amount we will pay under each Section. Some Sections also include other specific limits, for example, for any one item or for valuables in total.

6. Excesses. Under some sections of this insurance, claims will be subject to an excess. This means you will be responsible for paying the first part of the claim. The excesses apply separately to each section and to each person claiming, unless otherwise stated.

7. Date change exclusion. Changes in dates could see widespread failures of computer and other systems containing computer chips, which depend on date-related information in order to work properly. Your policy excludes anything directly or indirectly caused by failure of any computer hardware or software or other electrical equipment to recognise or process any date as the true calendar date.

8. Reasonable care. You need to take all reasonable care to protect yourself and your property, as you would if you were not insured.

9. Dangerous sports and pastimes. If you are going to take part in dangerous sports or pastimes where there is a risk of injury, check that this insurance covers you.

10. Customer service. We always try to provide a high level of service. However, if you think we have not lived up to your expectations, please refer to the Complaints Procedure.

11. Cooling-off period. This insurance contains a 14 day 'cooling off' period during which you can return it and get a refund if you have a justifiable reason for being dissatisfied with the cover, provided no claims have been made and you have not travelled.

Applicable Law

25. Every auction shall be deemed performed and concluded in England. English law shall govern every aspect of auctions held at lastminute.com and any subsequent contractual agreement.

Liability

26. We attempt to ensure that the information available on the website at any one time is accurate. However, the Vendor remotely uploads product names, details and descriptions via an extranet facility. This means that lastminute.com cannot guarantee the accuracy of such information. We cannot be responsible for updating such information and we cannot guarantee that it will be fault-free.

27. We cannot be responsible for goods and services offered by us as agents for third party Vendors or for any aspect of the relationship between you and that third party.

28. lastminute.com does not accept liability (except as set out below) for any errors or omissions and reserves the right to change information, specifications and descriptions of listed goods, products and services at any time.

29. We will do our best to correct errors and omissions as quickly as practicable after being notified of them.

30. The website is provided on an "as is" and "as available" basis. lastminute.com makes no representation and excludes any warranty, express or implied, as to the availability, quality, timeliness, performance or fitness for a particular purpose of any of the products or services auctioned at lastminute.com.

31. lastminute.com does not make any warranty that the website is free from infection by viruses or anything else that has contaminating or destructive properties.



32. lastminute.com does not accept any liability for any losses or claims arising from any inability to access the website, any interruption in the conduct of any auction nor for any failure to complete a transaction.

33. lastminute.com does not accept liability for any indirect or consequential loss of any kind in contract, tort or otherwise arising out of the use of the website or for any products or services purchased from the website.

34. lastminute.com will only be liable for direct loss (save in the case of death or personal injury in respect of which there is no limit) up to a maximum total of the price of the product or service purchased in respect of any claim.

35. This Liability section applies only to the extent permitted by law.

Travel and Breaks

36. Flight tickets and package holidays purchased through lastminute.com will be subject to the terms and conditions of the operator of your flight or holiday.

37. The relevant airline or tour operator reserves the right to change flight details and routes or holiday details.

38. Any Visa, Passport and inoculation requirements are your responsibility and failure to obtain the relevant documentation and inoculations is not the responsibility of lastminute.com or the Vendor of the products or services.

39. All hotel discounts advertised are based on discount from the full rack rate including VAT and are correct at the time the offers are first advertised on the website.

40. Prices are advertised on a per room per night basis and include VAT unless otherwise stated.

41. You will be charged in the local currency by the hotel. Currency fluctuations may occur at the customer's own expense.

42. In the auction of a package holiday, we are acting as retail agents for ATOL holders whose details are contained within the offers on the Holidays pages.

Investor Information

43. The information on this website is intended to be useful and informative for customers of and investors in lastminute.com. However, please note that the contents of this website do not constitute an invitation to invest in shares of lastminute.com.

Use of the site content

44. The copyright in this website belongs to lastminute.com. All other intellectual property rights are reserved. This website is for personal and non-commercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any information obtained from this website. You may only download to your personal computer for viewing purposes and print out pages from this website for your personal use.

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45. lastminute.com assumes no responsibility for the contents of any other websites to which the lastminute.com web site has links and shall not be held responsible or liable for any loss or damages caused or alleged to have been caused by use of or reliance on any content, goods or services available on such hyperlinked sites. lastminute.com may not have control of such websites. The inclusion of any hyperlinks to such other websites does not mean that lastminute.com endorses the material on such websites or has any association with the owner thereof.

Privacy

46. We are Last Minute Network Limited (trading as 'lastminute.com') and our registered address is 39 Victoria Street, London, SW1E 6JP. lastminute.com takes the privacy of its customers' data very seriously.



Please read the following policy to understand how we will treat your personal data when you use our site. If this policy changes then we will let you know via our homepage but we assure you that we only use your data as specified here and for our legitimate business reasons.

47. When do we collect data?

- (f) We can collect data on you from a variety of different sources.
- (g) When you purchase products or services from the site;
- (h) When you become a subscriber;
- (i) When you speak to our customer services personnel;
- (j) Via explicit data capture measures, for example by entering competitions and completing surveys; and
- (k) Via implicit data capture measures such as studying which pages you read the most and the use of cookies. In any of the above cases the data we collect could be personal data.

48. What do we do with your personal information? When you buy anything via the site, we may need to collect information about you to process the transaction, fulfill your order and provide you with the services you expect. This information may include, but is not limited to, details such as your name, your address and your credit card details. Unless we have your express consent we will only disclose personal data to third parties if this is required for the purpose of completing your transaction with us. This is of course subject to the proviso that we may disclose your data to certain permitted third parties, such as members of our own group, our own professional advisers who are bound by confidentiality codes, and when we are legally obliged to disclose your data.

49. lastminute.com retains and uses your personal information to provide you with the best online e-commerce experience by providing you with a personalised service and to give you details of offers which we think will be of interest to you. We may also use the information to process any transactions you undertake with us and for internal administration and analysis.

50. We do not sell, rent or trade your personal information to third parties for marketing purposes without your express consent.

51. For any of the above purposes we may send your information internationally including to countries outside the EEA. Some of these jurisdictions offer differing levels of protection of personal information, not all of which may be as high as the UK.

52. Beginning 1 January 2004, the personal information that you submit to us through the lastminute.com auction site will be collected, stored and processed at our third party service provider's data centre in the Canada. Canada has data protection laws that are as stringent than those in the UK.

53. By becoming a lastminute.com auction customer you consent to the collection, storage and processing of your personal information in Canada.

54. Cookies

Cookies are small files which are sent to your browser and stored on your computer's hard disc. If you have registered with lastminute.com, then your computer will store an identifying code in the cookie which means you do not need to type in your email address each time you return to the site. Other than this, we do not store your password or any other information in the cookie, or use it for any other purpose.

55. Data

In the UK we operate and are registered in accordance with applicable data protection legislation.

56. Consent

By disclosing your personal information to us using this website or over the telephone, you consent to the collection, storage and processing of your personal information by lastminute.com in the manner set out in this Privacy Policy. Some information and e-mails sent to lastminute.com may be used as testimonials but no e-mail address or contact details will be displayed.

57. Contact

If you have any questions or concerns about the information we hold about you, you can also email via the helpdesk.



L. Miscellaneous

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

In order to make a purchase you must be over 18 years old be purchasing for yourself and have the legal capacity to make the transaction.

You must make sure that all the information you provide to us is true and accurate.

You must not use the website for speculative, false or fraudulent bookings.

Failure to supply the correct credit or debit card billing address information and/or cardholder details may result in delays to the issue of your tickets and may make the fare(s) subject to increase. Please ensure that the details you give match those on your credit card billing statement. We also reserve the right to cancel tickets after issue if payment is declined or incorrect cardholder details and billing information have been supplied.

Further, in an effort to minimise the effects of credit card fraud, we reserve the right to carry out random checks, including checks of the electoral roll, and may request you to either fax or post to us proof of your address and a copy of the credit card and recent statement before issuing any tickets.

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

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This user agreement is between you and lastminute.com and is governed by the laws of England and Wales.

If you wish to contact us on any issue detailed in these terms you may do so by contacting our customer services ("Customer Services") by any of the following methods:

1. by online email webform; 2. by writing into our Customer Relations Department on onlinetravel.com, Customer Relations Department, 4th Floor Victoria Gate, Chobham Road, Woking, Surrey, GU21 6JD; or 3. by calling us on 0871 222 7625.

In order for us to assist with your query as quickly as possible, please make sure that you have your order number before you call us. In most cases we can only discuss order information with the person who made the booking, or one of the passengers on a booking.