

## BOOKING CONDITIONS

### Agency Terms of Business - BeOutgoing.COM

**1. CONTRACT:** BeOutgoing.com is a trading name of Outgoing Ltd whose registered address is 3, The Stables, Wilmslow Rd, East Didsbury, Manchester M20 5PG and who will make an agency booking for your travel or holiday arrangement. These are the agency terms of business on which we, Outgoing Ltd will process a booking for your travel or holiday requirements.

Outgoing Ltd will deduct your payment from your card at the time it processes your credit / debit card transaction. When you purchase a ticket via the BeOutgoing website, all transaction details that you provide to us (including your name and credit card details) will be held and used in accordance with Outgoing's Privacy and Cookie Policy and will be encrypted using SSL (secure socket layer) technology. Outgoing will take reasonable steps to safeguard transaction details, but you acknowledge and agree that the use of internet booking can never be completely secure.

Outgoing are responsible for refunds and payment disputes in accordance with the terms and conditions laid down by BeOutgoing and The tour operator or flight supplier you book with. Any payment disputes or issues in respect of payments should be directed to Outgoing Ltd who's address is 3 The Stables, Wilmslow Road, Manchester, M20 5PG.

When processing your booking we will arrange for you to enter into a contract with the provider of the travel related service including, among others, tour operators, airlines, hotels, accommodation providers, and car hire. As an agent we accept no responsibility for the acts or omissions of the principal(s) or for the services provided by them.

Your booking through us is subject to both Agency Terms of Business and the specific booking conditions of the relevant Principal(s) Terms and Conditions. The Principal(s) Booking Conditions will be sent to you on confirmation of your booking.

On completion of your booking with us you are accepting both BeOutgoing.com Agency Terms of Business and the Booking Conditions of the Principal(s). Please read both of these documents very carefully.

You may decide to make one or more booking with us at the same time. Please note that irrespective of the various products you book, for example a flight booking or a hotel booking, each booking is a separate booking and your bookings, even though they may be linked to the same dates of travel, do not constitute a package as defined in the Package Travel, Package Holidays and Package Travel Regulations 1992 nor the Civil Aviation (Air Travel Organisers' Licensing) Regulations 1995, Amended 2003 ("ATOL Regulations").

The only exception to this is if you book a package holiday provided by a third party tour operator. Although such bookings will be a package as formally defined in the legislation referred to above, it is of course the third party tour operator which is providing the package and not BeOutgoing.COM.

BeOutgoing.com is not a tour operator. This means that we do not arrange or create combinations of travel products; we simply facilitate your connection to those who do provide or arrange travel products (whether singly or in combination) such as airlines, hoteliers, car hire companies, tour operators etc. Essentially we are an advanced search engine through which you can actually book any product which you have decided you want as a result of the web searches carried out through us.

**2. BOOKING DETAILS:** Please check that all names, dates and timings are correct when you input the information. (Names must correspond with passport name). On receipt check all documents and advise us of any errors immediately. Any changes to these details will incur the amendment fees stated below in addition to any charges applied by the Principal(s).

The booking information that you provide to us will be passed on only to the relevant Principal(s) of your travel arrangements or other persons necessary for the provision of your travel arrangements. The information may therefore be provided to public authorities such as customs or immigration if required by them, or as required by law. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary and religious requirements. Certain information may also be passed on to security or credit checking companies. If you are travelling to the United States, the US Customs and Border Protection will receive this information for the purposes of preventing and combating terrorism and other transnational serious crimes.

If you travel outside the European Economic Area ("EEA"), controls on data protection may not be as

strong as the legal requirements in the United Kingdom. In making this booking, you consent to this information being passed on to the relevant parties. A full Data Protection Act statement can be found at the ABTA website.

**3. PAYMENT:** You will be required to pay a deposit or full payment at the time of booking. If you only pay a deposit you must pay the full balance by the balance due date notified to you. If full payment is not received by the balance due date, the Principal(s) may cancel your booking and charge the cancellation fees set out in their Terms and Conditions along with our administration fees stated below.

Your booking is only confirmed when we send you our email confirmation of booking. We are making live reservations with Principal(s) we have to have the security that we have appropriate payment from you and hence your initial payment to us is your authority to us to confirm your booking with the Principal(s). If in the period between your payment reaching us and us getting confirmation from the Principal(s) your request is unavailable and we cannot obtain an alternative acceptable to you, you will of course receive a complete refund all monies to you. You must also understand that this refund will only apply to the product which is unavailable and any other bookings will not be affected, that is, you will be committed to any other products which were booked for travel at the same time.

**4. CANCELLATION and AMENDMENT:** If you cancel or amend your booking the Principal(s) may charge a cancellation or amendment fee shown in their Booking Conditions along with our cancellation or amendment charge stated below. All cancellations or amendments must be made in writing to BeOutgoing.com (contact details on website). Only on receipt of your request will you be contacted and advised of the cancellation or amendment process for the relevant Principal(s). Further information can be found in the Principals(s) Terms & Conditions.

**5. INSURANCE:** Many Principal(s) require you to take out travel insurance as a condition of booking with them as detailed in their Booking Conditions. In any event, we strongly advise that you take out a policy of insurance in order to cover you and your party against the cost of cancellation by you; the cost of assistance (including repatriation) in the event of accident or illness; loss of baggage and money; and other expenses.

If we have arranged your policy please check it carefully to ensure that all the details are correct and that all relevant information has been provided by you (eg. pre-existing medical conditions). Failure to disclose relevant information will affect your insurance.

**6. DELIVERY OF DOCUMENTS:** All documents (that are unable to be sent to you electronically) will be sent to you by post. Once documents leave our offices we are not responsible for their loss. If tickets or other documents need to be reissued all related costs must be paid by you. You can elect for delivery by other means subject to payment of an additional charge.

**7. PASSPORTS, VISA and HEALTH:** We can provide general information about the passport and visa requirements for your trip. Your specific passport and visa requirements, and other immigration requirements, are your responsibility. Neither we, nor the Principal(s), accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements. Most countries now require passports to be valid for at least 6 months after your return date.

Please take special note that for all air travel within the United Kingdom, airlines require photographic identification of a specific type. Please contact the airline for their individual requirements.

We can provide general information about any health formalities required for your trip but you should check with your own doctor for your specific circumstances.

**8. FINAL TRAVEL ARRANGEMENTS:** Please ensure that all your travel, passport, visa and insurance documents are in order and that you arrive in plenty of time for checking in at the airport. It may be necessary to reconfirm your flight with the airline prior to departure. Please ask us for details at least 72 hours before your outbound flight. You should take a note of any reference number or contact name when reconfirming. If you fail to reconfirm you may be refused permission to board the aircraft and you are unlikely to receive any refund.

**9. COMPLAINTS:** We pride ourselves on delivering the highest standard of customer service but if you have any dissatisfaction regarding your travel arrangements they should be reported to the relevant Principal(s) or local agent immediately. If the Principal(s) is unable to resolve your concern please contact our customer services team who will try to assist you.

If you fail to follow this procedure there will be less opportunity to investigate and rectify your complaint. The amount of compensation you may be entitled to may be reduced or you may not receive any at all depending upon the circumstances.

If you wish to also make a formal complaint upon your return home then these should be addressed in writing to Customer Service Team at BeOutgoing.com. If the matter cannot be resolved and it involves us or another ABTA member then it can be referred to the arbitration scheme arranged by ABTA [www.abta.com](http://www.abta.com).

**10. SERVICE CHARGES:** In certain circumstances we apply a service charge for the services we provide.

#### **SERVICE & CHARGES**

Cancellation or amendment:

Principal's charge + £30.00 per person

Change of title, initial, first name or surname once booking has been made;

Principal's charge + £20.00 per person

Special requests after booking has been confirmed including flight extra requests (if available);

Principal's charge + £30.00 per person

Ticket delivery fee:

£15.00 per person

Change of accommodation:

Cancellation of original hotel + difference (if any) in cost of hotel + £50.00 administration fee

Late payment surcharge:

£20.00 per person per day

Card charges:

Credit & Debit card: 2.5% (Visa Electron no card charge)