

KISS FLIGHTS' BOOKING TERMS AND CONDITIONS

All bookings are subject to the following terms and conditions. In these terms and conditions "we", "us" and "our" means Kiss Flights. Please read these terms and conditions carefully before you book. When you make a booking, you are confirming that you understand our booking conditions and have accepted them on behalf of yourself and all members of your party.

1. Your Contract

- 1.1 Your contract for the flights is with Kiss Flights. Kiss Flights is a registered trading name of Flight Options Limited and is registered in England having registration number 3118893 and having its registered office at 28 Churton Street, London, SW1V 2LP.
- 1.2 Kiss Flights does not operate the flight. The flight will be operated by the airline and your carriage on the flight will be subject to the airline's conditions of carriage (which are available on request) and also to any applicable International Conventions as set out in clause 6 below.
- 1.3 When your travel agent or we confirm your booking and provide you with a unique booking reference number, a legally binding contract between you and us comes into existence.

2. How do I book with Kiss Flights, what and when do I pay?

- 2.1 You can make your booking through one of our authorised travel agents or through our website www.kissflights.com or by telephone on 0871 737 4155. Calls to this number from a BT landline cost 10 pence per minute. Calls from other network providers may vary and you should contact your service provider for specific pricing information.
- 2.2 When you make a booking you are confirming that you understand our booking conditions and have accepted them on behalf of yourself and all members of your party.
- 2.3 The person in whose name the booking is made (the lead name) acts on behalf of all other persons named, and becomes responsible to us for all payments in respect of the booking. The flight is confirmed as soon as verbal confirmation is given over the telephone, or confirmed on our website or Viewdata, or your travel agent confirms the booking, and we give you a unique booking reference number. If you cancel your flight booking after it has been confirmed, you will be liable to pay the cancellation charges at clause 8 "*What do I do if I need to cancel my reservation with Kiss Flights?*"
- 2.4 We will send you or your travel agent through whom your booking was made a confirmation invoice. It is important for you to check the details on the confirmation invoice as soon as you get it. In the event of any discrepancy, please contact us or your travel agent immediately.

Bookings made directly with Kiss Flights

- 2.5 When you book your flight(s) directly through Kiss Flights, you must pay for the flight(s) in full (including the total flight costs, any optional extras, late booking fee, insurance premiums and credit card fees) at the time of booking.
- 2.6 If full payment is not received from you at the time of booking, we reserve the right to cancel the booking immediately. If paying by credit card, an additional fee of £5 per person, excluding infants, will be applied to your booking at the point of sale.

Bookings made via an authorised travel agent

- 2.7 If your booking is made through a travel agent, Kiss Flights will address all communications to the travel agent, who will act as agent for you in regard to all communications from us to you.
- 2.8 When you book your flight(s) through one of our authorised travel agents, on a Kiss Flights account, where departure is more than 12 weeks away, you must pay the deposit due at the time of booking to secure your flight(s). We will send your travel agent, a confirmation invoice stating the balance of monies owing. We must receive the balance of the flight cost at least 12 weeks prior to departure, otherwise your booking will be cancelled and you will be liable for the cancellation charges shown in clause 8 "*What do I do if I need to cancel my reservation with Kiss Flights?*". Payment must reach us in sufficient time for us to clear it through the bank. We will not accept responsibility for any postal delays.
- 2.9 If your departure date is within 12 weeks of booking, you must pay for the flight(s) in full (including the total flight costs, any optional extras, late booking fee, insurance premiums and credit card fees) at the time of booking.
- 2.10 If your flight is arranged through a travel agent, the travel agent will hold all monies for us as our agent. Please notify us immediately, if any travel agent requests that you pay otherwise than in accordance with these terms and conditions, and in particular who is requesting the balance of monies in advance of 12 weeks before departure date.

Infants under 2 years old

- 2.11 Infants under the age of 2 years on the return date are charged an administration fee of £25 for short haul flights (where the scheduled duration is less than 6 hours) and of £40 for other flights where the scheduled duration is 6 hours or more providing they do not occupy a seat.

Group bookings

- 2.12 Group bookings, those with 10 or more passengers must be made through our Reservations team on 0871 737 4155. If group bookings are made via Viewdata or on-line then please note that they may be subject to cancellation or a fare increase.

3. Your Financial Protection

- 3.1 When you purchase an ATOL protected flight from us, you will receive a confirmation invoice from us (or via our authorised agent through whom you booked) confirming your arrangements and your protection under our Air Travel Organiser's Licence number (ATOL 4233). In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking. For further information visit the ATOL website at www.atol.org.uk.
- 3.2 Not all holiday or travel services offered and sold by us will be protected by the ATOL scheme. Please ask us to confirm what protection may apply to your booking.

4. **Is the basic flight price guaranteed?**

4.1 Yes, Kiss Flights guarantees the basic flight price against currency fluctuations. The basic flight price includes: (a) the fare; (b) UK airport duty; (c) security levy; (d) taxes. The price shown on your confirmation invoice is the amount that you will pay for your flight.

4.2 You may be asked to pay the following additional amounts that are not included in the basic flight price: (a) arrival/departure taxes or security levies imposed by the destination country; (b) any charges set out in clause 7 below "*Can I change my reservation with Kiss Flights*"; (c) any applicable charges for special requests (see clause 13); (d) any supplementary fee charged by the airline if you make a special declaration in respect of your baggage (see clause 10.2); (e) a fee of approximately £15 may be charged for each lost ticket where a replacement must be issued at point of departure.

4.3 From the time of booking and until two weeks prior to scheduled departure, Kiss Flights reserves the right to charge a fuel surcharge per seat. The potential surcharge is subject to the price of jet fuel, Jet Cif NWE. For all bookings in respect of departures during the period of May 2010 through to October 2011, each seat may be subject to fuel surcharge in accordance to the following: If the price of jet fuel closes at \$700 per metric tonne on the first business day of the day preceding the month of departure Kiss Flights may issue, no later than two weeks prior to the scheduled departure, a notification of a surcharge per passenger of £5.00 per seat. For every \$50.00 increase, or part thereof, in the price of jet fuel (Jet Cif NWE), Kiss Flights reserves the right to charge additional £5.00 per seat. Any and all fuel surcharges per seat that may be charged are payable prior to departure.

5. **What happens if you cancel or change my flight?**

5.1 Kiss Flights does not operate any of the flights which it sells. Your flight is operated by the airline. The airline's flying programme is planned many months in advance and from time to time, the airline or we may have to make changes to confirmed bookings or cancel your flight for commercial or operational reasons.

5.2 Neither Kiss Flights, nor the airline operating the flight, is liable for any changes to or cancellation where due to reasons of Force Majeure. Force Majeure means any inability by us or the airline who is providing the flight, to perform our contractual obligations resulting from unusual and unforeseeable circumstances beyond our reasonable control or the control of the airline who will be providing your flight, the consequences of which neither Kiss Flights nor the airline providing the flight could avoid even with all due care, including, but not limited to, acts of war (whether war is declared or not), the threat of war, riots, civil disturbances, industrial disputes, terrorist activity (actual or threatened), natural disasters, fire, unavoidable technical problems with transport, machinery or equipment, power failure, airline failure, closure or disruption to airspace or airport.

5.3 If, after confirming your booking, we are advised by the airline that an aircraft will stop en route, we will advise you or your agent as soon as reasonably practicable, and only if there is time to do so before departure.

5.4 We will use reasonable endeavours to inform you of any change in departure time to your flight which is more than 2 hours.

5.5 Where your flight is cancelled within 8 weeks of your departure by the airline or us and we are not able to offer you a suitable alternative flight of equivalent or higher standard (where the alternative is less expensive than your original flight, the difference will be refunded to you), we will provide you with a full refund.

6. **What is Kiss Flights liable for?**

6.1 Your carriage on the flight will be subject to the airline's conditions of carriage (available on request) and also to any applicable International Conventions. International Conventions which may apply include, in respect of carriage by air, the Montreal Convention 1999, or the Warsaw Convention 1929 (including as amended by the Hague Protocol of 1955 and by any of the Montreal additional Protocol of 1975). The terms of these Conventions are incorporated into and form part of your contract with us. In respect of death or personal injury, the liability of an air carrier under the Montreal Convention and the Warsaw Convention is limited to damage sustained in the case of death or bodily injury caused by an accident which takes place on board the aircraft, or in the course of any of the operations of embarking or disembarking. You can get copies of the relevant Conventions if you ask us for them. You should also note that these Conventions may limit or remove the carrier's liability to you and the amount which the carrier has to pay you. You should also know that the carrier will rely upon its conditions of carriage, which may limit or remove the carrier's liability to you and limit compensation under International Conventions.

6.2 Under EU law (Regulation (EC) No. 261/2004), you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at the EU airports and will also be available from airlines. The airline is required to provide you with written notice of the rules for compensation and assistance. Reimbursement in these cases is the responsibility of the airline. If your airline does not acknowledge your rights, you should complain to the Air Transport Users' Council on 0207 240 6061 or www.auc.org.uk.

6.3 Operational decisions may be taken by air carriers and airports resulting in delays, diversions or rescheduling. Kiss Flights has no control over such decisions, and is therefore unable to accept responsibility for them. You should have adequate travel insurance for your flight and claim via your insurance company for delay, cancellation, curtailment, missed departure and any loss or damage to luggage and/or personal possessions.

6.4 In all respects, our liability is limited in the manner permitted by the relevant International Conventions and the conditions of carriage of the airline, which are available upon request from this office.

7. **Can I change my reservation with Kiss Flights?**

7.1 If you want to change your reservation in any way and we are able to accept the change, then the following charges will apply. Time scales refer to the date of receipt of your instructions in writing. Cancellation charges are outlined in clause 8.3. 56 days or more before departure - £20 per person per change. 55 to 22 days before departure - £40 per person per change. 21 days or less before departure cancellation charges apply except for a name change, which is charged at £100 per name. The following exceptions apply:

(a) For any change to a booking, the basic price will either remain the same as the price quoted at the time of booking provided the booking price has not increased or, if there is such increase, you will be liable to pay the difference between the original booking price and the changed booking price (excluding supplements). If the flight is full then we calculate the fare difference by comparing it to the latest selling price for the flight.

(b) We cannot accept any changes from a full priced flight to a special offer flight.

Please note that tickets cannot be transferred to another person after the initial departure date.

8. **What do I do if I need to cancel my reservation with Kiss Flights?**

8.1 If you wish to cancel your flight with us, then the cancellation must be in writing and from the person in whose name the booking was made and to whom our invoice is addressed (or through the travel agent through whom the booking was made). The cancellation will take effect only when we receive your written notice of cancellation.

8.2 Your balance is due at 12 weeks prior to your departure. If this is not received then we will notify you, via your agent, in writing that the payment must be made within 7 days. If after that 7 day period we have not received the payment due we will treat this as a cancellation by you.

8.3 The following charges are made to compensate us for our estimated loss and expense, which we will incur as a result of dealing with your booking to the point of cancellation, as we start to incur costs from the moment you make your booking. Administration fees and optional items including additional baggage, insurance and group seating are non-refundable. The following charges apply:

Period before departure date that written instruction is received:	Cancellation charge:
56 days or more	£80 per person, excluding infants (deposit only) plus administration fees and optional items
55 – 36 days	50% of total flight cost plus any administration fees and optional items
35 – 22 days	75% of total flight cost plus any administration fees and optional items
21 – 0 days	100% of total flight cost plus any administration fees and optional items

8.4 If the reason for your cancellation falls within your insurance policy, normally the insurance company should refund any charges to you less any excess charges. Claims must be made to the insurance company direct.

8.5 If you do not cancel your flight prior to departure but require a written confirmation that you did not travel for insurance purposes, a £20.00 fee per booking will apply.

9. **When will my tickets arrive?**

9.1 Tickets will be e-mailed to you or your travel agent. If you have not received them within 7 days of travel we recommend you contact your travel agent or us if you booked direct. You, the passenger, will need to print a physical copy and present it at check-in. If booking within 5 days of departure, we will still attempt to e-mail the passenger tickets but as a back up you may be given the option to collect your tickets from your departure point.

10. **What happens if I lose a piece of baggage?**

10.1 Under the terms of various International Conventions as set out in clause 6, whilst your personal effects and baggage are in the hands of the airline, the airline is liable for the safety of such baggage. If your baggage is lost or damaged between the time of airport check in, and the recovery of the baggage from the carousel at the end of the flight then the airline is under a duty to pay compensation. The amount of any compensation is determined by the International Conventions, details of which are available on request and on our website. In case of loss or damage, a property irregularity report must be completed before you leave the airport. Should your claim be in excess of the airline's compensation level then you should approach your insurers to see if they will pay the difference.

10.2 Where the value of your baggage is more than £800 you should inform the airline at the check-in desk or ensure that it is fully insured prior to travel as without this, neither Kiss Flights, nor the airline, will accept liability for loss or damage for amounts above £800.

11. **What about health and travel documentation?**

11.1 It is your responsibility to obtain any necessary and relevant information in order to comply with the travel and health requirements of any country you may wish to visit. If failure to obtain any such documents results in fines, surcharges or other financial penalty being imposed upon Kiss Flights then you will be liable to reimburse Kiss Flights accordingly.

11.2 Please consult your own doctor if necessary, to enquire about specific health precautions deemed prudent for the country / resort you intend to visit, and the requirements for appropriate medication/ inoculations complied with.

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

12. **What happens if I complain about my flight?**

12.1 If a problem arises during your flight, it is important that you advise the airline and/or Kiss Flights at the earliest opportunity and within 7 days at least, who will endeavour to put things right. If your complaint cannot be resolved locally, to allow a proper investigation of it, please submit a written follow up complaint within 28 days of your return to the UK to our office: Kiss Flights, 2 Charlwood Court, County OakWay, Crawley, West Sussex, RH11 7XA, quoting your booking reference number.

12.2 Failure to take these steps will deny us or the airline opportunities to resolve the problem immediately and/or to investigate it properly. In consequence, this may affect your rights under this contract.

13. **Special requests**

13.1 Kiss Flights contracts blocks of seats from airlines and bookings are made within these block allocations, but no specific seats can or will be confirmed. Kiss Flights will make every effort to meet your requests although they cannot be guaranteed.

14. **Outbound / inbound air tickets and check-in**

- 14.1 Many airlines specify that both the outbound and inbound parts of the air ticket must be used and in the event that the outbound flight is not used, the passenger will not be allowed to return on the inbound charter flight.
- 14.2 Should anyone check in less than 120 minutes before the ticketed departure time, admission to the flight is likely to be refused. Should anyone be refused admission to the flight or to the destination country by the airline or government authority, then we are powerless to assist and cannot be held responsible. In all such cases we will not be liable for any costs or damages involved.

15. **Insurance**

- 15.1 It is a condition of booking that you and all members of your party have comprehensive travel insurance cover and that it is adequate for your needs. Your policy of insurance should provide cover for personal injury, death, medical and repatriation costs in the countries which you intend to visit, together with cover for loss of baggage and valuables, personal liability, delay, cancellation, curtailment, missed departure and legal expense.

16. **Minors**

- 16.1 Unaccompanied minors will not be accepted for travel. The age of an unaccompanied minor will be set by the carrier you are flying with and outlined in their own terms and conditions. Please contact us to check this prior to booking. Unaccompanied minors need to travel with a responsible adult of 18 years or over. We reserve the right to cancel any bookings where by this criteria is not met, and shall not be liable for refusal of carriage by the carrier for any associated costs.

17. **Behaviour**

- 17.1 You or any member of your party may be prevented from travelling or continuing with your travel arrangements if the behaviour of the person(s) concerned is causing or is likely to cause, in our reasonable opinion, or that of any airline pilot or other person in authority, danger or distress to yourself or other people, or damage to property. Should this happen, no refund or compensation would be paid.

18. **Data Protection Policy**

- 18.1 Information about you and members of your party, including your names, contact details and any special needs, disabilities or dietary requirements, is collected by us when you request information or make a booking with us. You are responsible for ensuring that other members of your party are aware of our booking terms and conditions and this privacy policy, and that they consent to you acting on their behalf in your dealings with us. We may disclose this information to the airline, who will be providing your flight. Only information necessary for this purpose will be disclosed to the airline. It may be mandatory for us to disclose information for security and anti-terrorism purposes, and any purpose imposed on us by Governments or airlines.
- 18.2 Some information, for example, such as relating to your health, may be "sensitive personal data" within the meaning of the Data Protection Act 1998. We need this information to cater for your needs, but it is collected on condition that we have your positive consent. If you do not agree to our use of your information, we cannot accept your booking. You have the right to ask us in writing for a data subject access request to obtain a copy of the information which we hold about you. You will be charged a fee for this. Any requests should be addressed to the Company Secretary, Kiss Flights, 28 Churton Street, London, SW1V 2LP.

19. **Law and Jurisdiction**

- 19.1 Your contract with us and all matters or disputes arising out of it are governed by English law and are subject to the jurisdiction of the English courts. You may choose the law and courts of Scotland and Northern Ireland to deal with any disputes if you are resident there.

Kiss Flights' Booking Terms and Conditions

These booking conditions are valid from 1 July 2010 for bookings made on and thereafter until further notice and were correct at time of going to print. As they can be subject to change, you should check them at the time of booking. Please view the latest version of the booking conditions at our website www.kissflights.com.