

## **Booking terms and conditions**

### **Your contract**

Your holiday arrangements are booked through Cape Verde Jetaway Limited. Our registered office is at 32 Vereker Road, London, W14 9JS and our company number is 02347426. We act as a booking agent for tour operators, airlines, hotels and other accommodation providers (the Supplier).

Your contract is with the Supplier of the service. As we are acting as agents for these suppliers, we accept no liability for any failure in the services or any loss of any nature suffered by you as a consequence of using the services. Nothing on our website and/or any quotation given by us to you on the website or otherwise shall constitute an offer by us to sell or supply goods or services and we reserve the right in our absolute discretion to refuse to accept any booking from you. We do not assume any responsibility for the travel products and services provided by the Supplier and make no representations or warranties (express or implied) about the suitability or quality of travel products and services featured on our website.

When you make a booking you confirm that you have the authority to accept and do accept on behalf of your party the terms and conditions set out below. A booking can only be made by a person aged 18 years or over. Please read these conditions carefully as you will be bound by them.

### **Supplier's terms**

Please note that all bookings are also subject to the Supplier's conditions of booking. These contain limitations and exclusions of liability to any person who travels with them. A copy of their terms and conditions is available upon request. We give no warranty or guarantee as to the accuracy of any information supplied to us or as to the physical condition of any accommodation supplied.

Any changes made by the Supplier are subject to their booking conditions. The Supplier reserves the right to change itineraries and holiday details, the flight timings are provisional and could be subject to change. All prices are subject to final confirmation by the supplier.

The accommodation and amenities are as described by the Supplier and therefore any changes made by the Supplier are subject to their booking conditions.

### **Prices and payment**

Every effort is made to provide as much pricing information as possible on this website and to ensure this information is accurate. Regrettably however changes and errors do occasionally occur. We cannot accept liability for errors. Therefore prices and details of products and services and any offers posted online are subject to change without notice. All products, services and

offers are subject to availability and we can give no guarantee with regard to this point.

The provision of details of products, services or offers should not be construed as an offer to sell or buy such products or services by the third parties, and they may accept or reject your offer at their sole discretion.

Cape Verde Jetaway Ltd acts as agents for the Suppliers, with whom you will have a travel or accommodation contract. All tour operators are bonded under EU law. We are entitled to issue contracts for all our principals and to receive payments on their behalf.

Therefore you must be clear that we are offering exactly what you require before sending us payment. If you are in any doubt, please email or telephone. We can only confirm availability of accommodation or charter flights once we receive payment, as most are on request basis only. Normally this should take only a couple of days. But we have to clear and transmit funds before travel. This requires that in some instances we require payment 21 days prior to travel.

Payment does not in itself constitute a contract between the parties as we may not at that stage be in a position to confirm availability of exactly what you require. Payment implies acceptance of these booking conditions both for yourself and for all members of your party. Once we confirm to you the date, times and condition of your travel, you will have a contract with the tour operator, airline or Supplier at an agreed price. We will forward you the booking confirmation issued by the tour operator or Supplier concerned. The contract is governed by English law and you agree to submit to the jurisdiction of the English courts in any matters that fall within the scope of the agency responsibility of Cape Verde Jetaway Ltd.

We reserve the right to vary the price of any holiday should we consider it necessary through a fluctuation in exchange rates, although no changes will be made within 30 days of departure. Only increased costs caused by any Government action will be passed on after this time.

## **Flights**

We are able to hold options on scheduled flights for three days, whilst you transmit funds to us. But we cannot take options on accommodation or charter flights. You will be informed on booking a flight inclusive package or flight, the airline and destination airport. Subsequent changes will not entitle you to cancel without penalty. Flight timings, airlines or aircraft can alter after your flight has been booked. Flight timings including those shown on any email, letter or ticket, cannot be guaranteed. We are not liable for any delay which may occur. Any arrangements or compensation in the event of a delay will be at the sole discretion of the airline or tour operator.

If you or any member of your party should be denied boarding by the aircraft captain, our responsibility and that of the tour operator towards you ceases and we will not be able to make any alternative arrangements or offer any refunds.

### **Hotels, apartments and villas**

Please remember that the Cape Verdes is a developing country. Power failures, water shortages, air conditioning failures, swimming pool silting and sand storms are common occurrences, that we can do nothing about. Transport within the Cape Verde islands may not run on time, and times of flights can be changed at short notice. Breakages are very hard to repair, when the spare parts are thousands of miles away and there are low local technical skills.

### **Alterations**

If you wish to make alterations, we will try to accommodate your request, but this may not be possible. An administrative charge of £20 is payable per passenger in addition to any costs incurred in making an alteration. A major change may be treated as a cancellation. Major changes could include change of airport, date or reduction of quality of accommodation or length of stay. It is your responsibility to check the details of the confirmation and to inform us of any alteration that you require for whatever reason forthwith. Please check all names carefully as if names are issued wrongly airlines will charge a fee to renew tickets, if this is possible. It is imperative to travel with a ticket name the same as on the passport. If no alternative can be arranged, the original agreement will stand. Alterations can only be requested up to four weeks before departure.

We may have to make alterations if so advised by our suppliers. Many of these changes will be minor and will not involve compensation. Examples of minor changes are change of carrier, change of departure time, change to aircraft type or change to similar or better accommodation. If you do not accept the alternative, we may have to cancel your trip and offer a refund. In all cases our liability is limited to the payment received by us and we cannot accept any responsibility for expenses that you may incur. We reserve the rights to terminate the agreements made for any client who refuses to comply with the instructions of staff of any of the parties involved or behaves in any way likely to cause damage or danger to any person or property.

In the event of accommodation not being available for reasons beyond our control, we reserve the right to substitute similar accommodation until such time as the original becomes available.

Unfortunately we cannot control or prevent changes implemented by the Suppliers. Should a change occur we will endeavour to minimise the inconvenience you may experience. We cannot however offer any

compensation. Again, please refer to the booking conditions of the Supplier for your rights.

## **Cancellations**

If you wish to cancel your booking, the party leader must inform us in writing prior to the departure date. The date of cancellation will be effective on the date that we receive your written instructions. We are bound by the conditions imposed on us by our suppliers which in certain cases do not provide any refund for cancellation. If only one person in the party cancels, there will be no refund for any portion of the accommodation if others continue. But it may be possible, given sufficient time to arrange for another person to take the place. Our position will be limited to assisting in requesting changes or refunds from tour operators, airlines, or other suppliers. Flight cancellation charges vary depending on whether it is a charter or scheduled airline. In most cases the total fare is non-refundable if within 10 weeks of departure. We make no guarantees in this respect.

## **Force Majeure**

This refers to incidents such as war, terrorism, riot, natural or nuclear disaster, fire, adverse weather or industrial dispute. No compensation is payable if travel arrangements have to be changed or altered in any way due to circumstances that are unforeseen and beyond our control and that of our suppliers. This can include strikes, airport closure due to weather conditions, war or terrorist attacks.

## **Our responsibility**

We undertake to exercise all due diligence to ensure that the holiday provided is in accordance with our contract. We accept responsibility for any loss or damages caused to you as a result of our negligence or default of ourselves or persons directly employed by us. However the provision of holidays involves independent parties who are neither employed by us or under our direct control.

The agreement is entered into on the mutual understanding that we will not be responsible for loss or damage including inconvenience, or disruptions caused by the acts or defaults of independent parties or by force majeure events.

## **Insurance**

It is a condition of booking with us that you have adequate insurance cover in place for your entire journey including any flights or activities that you may organise yourself. Such insurance will ensure that you are properly covered against unexpected cancellation charges, medical costs that might be incurred while you are away, repatriation, loss of money or belongings or

personal injury claims. Please click on the following link to access related travel insurance sites [www.capeverdejetaway.com/links](http://www.capeverdejetaway.com/links) or alternatively you are free to make your own arrangements.

We reserve the right to view details of your insurance cover (insurer and policy number). It is your responsibility to check that you are adequately insured for the holiday, as we will not check your policy.

## **Complaints**

We hope you will never have cause for complaint. But if you feel that you have cause for complaint during your trip, you must raise this with the local representative of the tour operator so that they have the opportunity to resolve it. If your booking is not made with a tour operator, please raise the matter immediately with the source of the problem. Should the matter not be resolved to your satisfaction, a written complaint must be provided to the local representative before the end of your visit. In all events, a written complaint must be provided to Cape Verde Jetaway Limited within twenty eight days of your return, after which no claim can be entertained. The party leader hereby acknowledges that any dispute or claim arising out of this trip is between the party leader and those in the party and the holiday supplier, and not with or against Cape Verde Jetaway Limited.

## **Data Protection**

For the purposes of the Data Protection Act 1998 we, Cape Verde Jetaway Limited, is a data controller. In order to process your booking we need to collect certain personal details from you. These will include, where applicable, the names and addresses of party members, credit/debit card or other payment details and special requirements such as those relating to any disability or medical condition which may affect the chosen booking and any dietary restrictions which may disclose your religious beliefs. If we need any other personal details, we will tell you before we obtain them from you. In order to process your order we will share your information with the tour operator, airline, hotel or other involved third party or supplier. We will provide only the personally identifiable information necessary to ensure the successful fulfilment of your travel arrangements. The information may also be provided to security or credit checking companies, public authorities such as customs/immigration if required by them, or as required by law.

We have appropriate security measures in place to protect the personal details you give us. Where your travel arrangements are to take place outside the European Economic Area, (EEA), controls on data protection in your destination may not be as strong as the legal requirements in this country. We will not however, pass any information on to any company and/or organisation not responsible for providing any part of your travel arrangements. Where you provide us with personal details relating to any special requirements and/or details of any illnesses, disabilities or religious

requirements, you consent to this information being passed onto any organisation or companies responsible for any part of your travel arrangements whether in the EEA or not. If we cannot pass this information to the relevant suppliers, we cannot process your booking.

We are entitled to assume you do not object to our doing any of the things mentioned above unless you tell us otherwise in writing. You are generally entitled to ask us (by letter or e-mail) what details of yours are being held or processed, for what purpose and to whom they may be or have been disclosed. We will charge a fee to respond to such a request. In limited circumstances we are entitled to refuse your request. Except where expressly permitted by the Data Protection Act 1988, we will only deal with the personal details you give us as set out above unless you agree otherwise. For example, if we wish to use any of your personal details for marketing purposes, we will tell you this when we ask for your details and give you the opportunity to say no if you do not want us to do so.

**Cape Verde Jetaway Ltd, 32 Vereker Road, London W14 9JS**