

# FELLO Terms & Conditions



Your booking is made on the basis of these terms and conditions, including any other information we may provide to you prior to booking. Please read these terms and conditions carefully before entering into this contract. If there is anything you do not understand please contact us on 020 7650 3100 or by e-mail at [contactus@fello.co.uk](mailto:contactus@fello.co.uk). In these terms and conditions any reference to 'you' or 'your party' means all persons named on the booking including any persons added or substituted at a later date and/or the company, firm, entity or organisation you represent, collectively 'the Client'. References to 'we' 'us' or 'our' are references to Fello Travel Ltd (FTL) trading as Fello, the 'Parties'. When you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party these terms and conditions and that you consent to the provisions hereunder.

This contract is governed by English Law and we both Parties agree to submit to the exclusive jurisdiction of the English Courts at all times. We reserve the right to alter, adapt or otherwise change these terms and conditions without notice or liability from time to time. Any such variations will be notified to you via our website at [www.fello.co.uk](http://www.fello.co.uk) and are also available from our offices.

## 1. YOUR FINANCIAL PROTECTION

Fello Travel Ltd hold Air Travel Organiser's Licence numbers 10298. We also only work with suppliers who are bonded members of IATA, ABTA and/or ATOL. This means your money will be refunded or if necessary you and your party repatriated if already overseas in the unlikely event of our insolvency whilst travelling with us. When you buy an ATOL protected flight or flight inclusive holiday from us, you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. Fello, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). The Client agrees to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, the Client also agrees that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable). As an ATOL certified agent if we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. The Client agrees that in return for such a payment or benefit, you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against Fello, the travel agent (or your credit card issuer where applicable). The Client also agrees that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

## 2. YOUR AGREEMENT WITH US

Your contract with Fello shall come into existence when we issue our confirmation invoice following confirmation of your booking to us. Our invoice will be sent within 48 hours of bookings being made except in the case of bookings made within 8 weeks of departure in which case late booking conditions apply (see below). When making a booking with us the Client agrees to pay a non-refundable deposit of 10% of your total booking value (or £25 whichever is more) to guarantee availability of your requirements. The Client further agrees to pay the full balance 8 weeks before departure. In the case of late bookings, the Client agrees to pay the full balance invoiced at the time of booking. If the deposit and/or the balance are not paid in time Fello reserves the right to cancel your booking. If the full balance is not paid in time we shall retain your deposit as per the cancellation charges below.

## 3. PAYMENT, TICKETS AND DELIVERIES

Fello accepts Visa, MasterCard, American Express, Diners Club credit & charge cards, Switch and Delta debit cards and payment by cheque, BACS or Standing Order. A 2% charge is levied on corporate credit and charge card payments – a rate which may be amended from time to time. Cheques should be made payable to Fello. Clients, who are eligible, may also apply for a credit facility (see Section 5 below).

To take advantage of some special fares Fello may be required to issue tickets well before departure. The Client may incur cancellation charges of up to 100% of the flight cost if you have to cancel or make changes after tickets have been issued.

Once we have received payment in full, your travel documents will be forwarded to you. Please note all documentation is usually sent to your work email or postal address unless you request otherwise.

In the event of late bookings, it may be necessary for your travel documents to be sent to you by special delivery or issued on departure. This is usually the case for bookings made within 3 working days of your departure date. In these circumstances, we will give you our opinion as to the best way to get the necessary travel documentation to you but can accept no responsibility whatsoever for failure of your travel documentation to reach you in time. Please be aware that extra charges are made to you by us, and sometimes also by our suppliers (e.g. airlines), for special delivery and ticket on departure services.

## 4. PRICE

Price Guarantee: the Client will be quoted a fare & taxes for the Client's selected itinerary at the time of booking and advised of any special conditions including the date by which the booking must be confirmed to obtain this price. Only once you have confirmed your acceptance of the booking and all travel documentation has been issued will the invoice price of your fare be guaranteed. If you confirm your booking later than the advised date your fare will be re-priced, and you will be advised accordingly. Should any of the additional government or travel provider taxes & charges change after ticketing we will advise you as soon as possible of any extra payment required.

## 5. CREDIT FACILITIES

If eligible, the Client may make an application for a credit facility with Fello using the form available from our offices or by e-mail at [finance@fello.co.uk](mailto:finance@fello.co.uk). We will assess your application and may seek references from third parties including credit reference agencies. We will inform you of our decision in writing including any special conditions we may require you to accept, such as your depositing with us a cash bond equivalent to approximately one month of your travel expenditure. No bookings can be made on account until we have agreed in writing your credit facility and you have accepted in writing any special conditions we require. In any case we reserve the right to decline any credit facility application without explanation. You may wish to provide an 'up-front' payment towards future travel arrangements we make for you. Similarly, in the event if you are eligible for a refund from a travel service provider, money can be returned to you, or with your consent, held by us for any future travel arrangements we make for you. Please note, that in either scenario, this money will not be held by us on trust for and on behalf of you and no interest will be payable to you.

Maintenance of any credit facility with us is conditional upon the Client's acceptance & strict adherence to the following:

- Each booking/transaction you make is invoiced separately at the time you confirm your booking;
- All invoices except those for rail travel, foreign currency or travellers' cheques must be paid within 14 calendar days of issue. Invoices for rail travel, foreign currency and traveller's cheques must be paid immediately upon receipt of invoice;
- All payments are made by cheque, cash, BACS or standing order; and
- Refunds for travel services (where available and subject to the conditions of your booking) that are cancelled or not used will only be issued in the form of a credit note as soon as the full amount due has been refunded to us by the relevant supplier (airline, hotelier, etc.). Since we have to pay suppliers whilst they process any available refund application, our invoice to you must be paid in accordance with these terms and conditions whilst we wait. Please be aware that sometimes refunds are not available. Where refunds are available we charge a £25 fee per person for this service. All relevant travel documentation must be returned to our offices within 14 calendar days of your return for any refund application to be made. If you do not do so you will not be able to claim any available refund.

If you do not pay the full balance due on your credit facility account within the timeframe detailed in clause 4b above, Fello reserves the right to take all necessary steps, including any or all the following actions, until we receive the full amount owed to us:

- Charge interest on the overdue amount at 0.07% per day;
- Suspend payment of further bookings using your credit facility;
- Suspend all further bookings for you;
- Suspend or cancel any Annual Service Agreement we may have; and
- Refer your account to a third party for collection, upon which you will be liable for all costs, fees & expenses we incur in doing this.

At all times Fello reserves the right to withdraw any credit facility the Client may have, in which case all monies owed become immediately payable in full.

## 6. CHANGES MADE BY YOU

If, after your travel documentation and our confirmation invoice have been issued, the Client wishes to alter the travel arrangements in any way, Fello will do its best to help, but it may not always be possible. An amendment fee of £25 per person (excluding infants) will be charged in addition to any charges passed on to our suppliers (e.g. airlines, hotels, etc.). All changes are subject to the booking conditions of the supplier for that particular booking, which are available to you upon request at the time of booking. Please note some bookings are not changeable. Please ask for detailed booking conditions if you are concerned about the possibility of needing to change your booking.

Please be aware that these costs normally increase the closer changes are made to the departure date and that certain travel arrangements (e.g. Apex Tickets) cannot be changed at all after confirmation.

## 7. CANCELLATION BY YOU

The Client may cancel its travel arrangements at any time. Written notification from the lead person on the booking must be received at our offices. Since we incur costs in cancelling your travel arrangements you will be required to pay the applicable cancellation charges shown below in addition to any charges passed on to our suppliers (e.g. airlines, hotels, etc.). All refunds are subject to the booking conditions of the supplier for that particular booking, which are available to you upon request at the time of booking. Please note that some bookings are not refundable. Please ask for detailed booking conditions if you are concerned about the risk of cancellation.

For cancellation before tickets have been issued the £25 non-refundable deposit per person is forfeited and must be paid. For cancellation after tickets have been issued a £25 per person cancellation fee will be charged in addition to any charges passed on by our suppliers (e.g. airlines, hotels, etc.).

If the reason for your cancellation is covered under the terms of any insurance policy you hold, you may be able to reclaim these charges.

## 8. CHANGES MADE BY US

It is extremely unlikely Fello will have to make changes to your travel arrangements. Regrettably amendments may sometimes be necessary, and errors occasionally occur. Upon receipt of your travel documents, the Client must check the details of the travel arrangements that have been made and notify us immediately of any errors. We reserve the right to make changes or correct errors at any time both before and after our confirmation. The clear majority of these changes will be minor, and we will do our best to try to advise you of these before you depart if there is time. Flight timings, aircraft types and operators advertised may be subject to change for operational reasons and these are deemed to be minor changes. Your flight is subject to international conventions and the conditions of carriage can be found on the airline's website. Fello accepts no liability for any change or amendment subject to international convention or general conditions of carriage.

A major change involves a change of scheduled UK airport or destination airport (except where the change is between 2 airports serving the same destination) or a change of scheduled departure time by more than 12 hours. In these circumstances you have the following options:

- Accept the altered travel arrangements;
- Accept alternative travel arrangements we may be able to offer; or
- Cancel your travel arrangements with us without charge.

If you choose c) we will refund all your monies to you and if you choose we will pay compensation to you on the scale set out below. If you choose a) or b) we will refund any difference in cost of the new arrangements to you if the new cost is lower but if the new cost is higher than the original booking you will have to pay the difference except where the change arises due to reasons of Force Majeure. If you choose we will pay you compensation on the scale set out below:

Hours/days before departure notice of change is given	Compensation per full fare paying passenger	
	Option a) or b)	Option c)
0 - 48 hours	£50	£25
2 - 14 days	£20	£10
More than 14 days	£0	£0

Fello's liability in all cases involving a major change or cancellation is limited to the options and compensation set out above. Compensation is not payable if we have to make changes for unusual or unforeseeable circumstances, which we could not have avoided even with due care. Compensation will not be payable for changes or cancellation due to your failure to pay any balance or because of Force Majeure i.e. reasons or threat of war, riot, civil strife, industrial dispute, fire, terrorist activity, natural or nuclear disaster, adverse weather conditions or other circumstances over which we have no control.

## 9. CANCELLATION BY US

It is extremely unlikely Fello will have to cancel your travel arrangements. However, we reserve the right to do so in any circumstances. Examples of instances where this may be necessary include Force Majeure; if you have not paid the final balance; or if the minimum number of clients required for a particular travel arrangement is not reached. If we are unable to provide the booked travel arrangements and we have received payment for the booking, you can either have a refund of all monies paid or accept an offer of alternative travel arrangements of comparable standard from us, if available. In these circumstances if you wish we will pay compensation as per Clause 8 above.

## 10. IF YOU HAVE A COMPLAINT

If you have a problem during your travel programme, Fello strongly advises you to bring it to the attention of the relevant supplier (e.g. hotelier, airline) as soon as possible and complete any official complaint report/ documentation they may have available. (If you fail to do so it may jeopardise your rights to make a claim afterwards). Most complaints however, can be resolved quickly & efficiently by speaking to the relevant supplier at the time. If you are unable to resolve your complaint locally, please do let us know in writing within 28 calendar days of your return either by writing to our Customer Services Manager at Fello, Paxton House, 26-30 Artillery Lane, London, E1 7LS or by e-mail to [contactus@fello.co.uk](mailto:contactus@fello.co.uk). Please include your booking reference, a copy of any complaint report/document you have completed and all other relevant information.

## 11. WHAT HAPPENS TO COMPLAINTS

We hope that any complaint you may have can be settled amicably between the Parties. However, disputes arising out of, or in connection with this contract which cannot be settled amicably, may (if you wish) be referred to Arbitration under a special scheme, which is arranged by the Association of British Travel Agents, but is administered quite independently by the Chartered Institute of Arbitrators. The scheme provides for a simple and inexpensive method of Arbitration on documents alone with restricted liability on you in respect of costs.

The scheme does not apply to claims for any amount greater than £1,500 per person or £7,500 per booking form. Nor does it apply to claims which are solely or mainly in respect of physical injury or illness or the consequences of such injury or illness. If you choose to proceed to Arbitration under this scheme, you must send a written notice of your decision to ABTA within 9 months after your scheduled date of return. Full details of the scheme are available from the Association of British Travel Agents (See ABTA's website for contact details).

## 12. OUR LIABILITY TO YOU

Fello accepts responsibility for the acts and/or omissions of our employees, agents and suppliers providing they were acting in accordance with our instructions to carry out work authorised by us. We do not accept responsibility for the acts and/or omissions of our employees, agents and suppliers where they lead to death, personal injury or illness. We do not accept responsibility for the acts and/or omissions of our employees, agents and suppliers where failure to perform or improper performance was due to:

- The Client's own acts, omissions or lack of clarity;
- Acts or omissions of a third party not connected with the provision of your trip and which were unforeseeable or unavoidable; and/or
- An event which could not have been foreseen or avoided even with due care.

Our liability in all cases (except death, personal injury or illness) shall be limited to a maximum of twice the costs of your travel arrangements excluding insurance premiums and amendment fees. However, our liability in respect of carriage by air, sea and rail, and the provision of accommodation is limited in the manner provided by the relevant international conventions and conditions of carriage. You can ask for copies of these international conventions from our offices.

It is a condition of the acceptance of liability that you notify us of any claim in accordance with the conditions relating to complaints. Where any payment is made to you or any members of your party that person must assign to us or our insurers any rights they may have to pursue a third party. They must furthermore agree to fully co-operate should our insurers or Fello wish to enforce those rights.

## 13. TRAVEL INSURANCE

The Client must ensure it has adequate travel insurance for all trips. Fello will in no circumstances be liable for any personal injuries or losses (including financial losses) suffered by you which are not directly as a result of any act and/or omission by Fello in making your travel arrangements.

## 14. PASSPORTS & VISAS

The Client must ensure all persons travelling have a valid passport & all necessary visas for all destinations involved in your trip, including any flight stopovers. Fello will supply upon request the most up to date information available to us about the passport & visa requirements for your trip but can accept no responsibility for their accuracy or completeness at the time you travel or liability for any losses or inconvenience you may suffer by your not having the necessary documents.

It is essential if you do not hold a British Citizens passport, but you hold another type of British passport that you check visa requirements with the relevant Embassy of the countries you are intending to visit. If you hold a non-British passport then you must also check with your own Embassy as well as the Embassies of the countries, you intend visiting including any flight stopover, that you have the correct visas.

## 15. CONDITIONS OF CARRIAGE

When you travel with a carrier, the conditions of carriage of that carrier will apply, some of which may limit liability. The conditions of carriage of that carrier are incorporated into this contract. You may ask for copies of the relevant conditions of carriage from our offices. Please note that in accordance with Air Navigation Orders to qualify for infant status an infant must be under 2 years of age on the date of the return flight.

## 16. OUR DATA PROTECTION POLICY

Calls may be recorded or monitored for training & quality purposes. To process your booking and ensure that your travel plans run smoothly Fello needs to use the information you provide such as name, address, any special needs, etc. We must pass the information to the relevant suppliers of your travel arrangements such as airlines, hotels, etc.

We take full responsibility for ensuring that proper security measures are in place to protect your information. 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. The implementation of the General Data Protection Regulation ensures stricter rules for processing personal data. Details of how Fello processes personal data are set out in our Data Protection Addendum (DPA), which is available upon request. The clauses of the DPA are incorporated into this contract. In order for us to ensure we have your consent to allow us to process your personal data, please complete our consent form.

You are entitled to a copy of your information held by us. If you would like to see this, please get in touch.