

## **TERMS & CONDITIONS EFFECTIVE FOR BOOKINGS MADE FROM FEBRUARY 25<sup>TH</sup> 2016 - CONTENTS**

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## OUR TERMS

### 1. DEFINITIONS

- 1.1 When the following words with capital letters are used in these Terms, this is what they will mean:

**Gatwick Connects Check-in Desks:** check-in desks located in the Gatwick Airport baggage reclaim halls, which will facilitate the arrival of connecting passengers by checking them in for their next flight and processing their hold luggage;

**Gatwick Connects Protected Connection:** Your connection will be protected in the event that a delay to Your arriving flight causes You to miss the subsequent connecting flight. We will take responsibility for booking another flight to the original booked destination, at no extra charge, as well as paying for overnight accommodation and food (food vouchers to a maximum of amount of £40 per day), if required;

**Gatwick Connects+ Service:** the service to be provided by Us to You as set out in clause 3;

**Order:** Your order for the GatwickConnects+ Service as set out in clause 4;

**Our Fees:** the fee charged for the GatwickConnects+ Service as displayed on the online booking page;

**Terms:** the terms and conditions set out in this document; and

**We/Our/Us:** Gatwick Airport Limited.

**You/ Your:** The customer purchasing the GatwickConnects+ Service

- 1.2 When We use the words "writing" or "written" in these Terms, this will include e-mail unless We say otherwise.

- 1.3 We do not guarantee or promise that You will meet Your selected connecting flight

### 2. OUR CONTRACT WITH YOU

- 2.1 These are the terms and conditions on which We supply the GatwickConnects+ Service to You.

- 2.2 Please ensure that You read these Terms carefully, and check that the details on the Order are complete and accurate, before You submit the Order.

- 2.3 We do not act as an agent on behalf of airlines and therefore the individual flight bookings will be a direct engagement by You with them and subject to their terms and conditions. Before You submit Your Order, which will clearly identify the cost of Our Fees and the cost of individual flights You will be required to read the airlines terms and conditions carefully and accept them, if You wish to proceed with the Order. Our Fees may change at any time, but price changes will not affect Orders that You have already placed.
- 2.4 When You submit the Order to Us, this does not mean We have accepted Your order for the GatwickConnects+ Service. Our acceptance of the Order will take place as described in clause 2.5. If We are unable to supply You with the GatwickConnects+ Service for any reason, We will inform You of this in writing by email and We will not process the Order.
- 2.5 These Terms will become binding on You and Us when We issue You with a written acceptance of an Order, at which point a contract will come into existence between You and Us. Such written acceptance shall only be issued by Us to You upon receipt of full payment in cleared funds of the GatwickConnects+ Service and confirmation from the airlines that they have also received their payment in cleared funds.
- 2.6 When You make a booking using Our GatwickConnects+ Service, You confirm that You have the authority to accept or decline on behalf of yourself and all members of Your party these Terms and, if You are making a booking for more than one person, You are responsible for all payment due from each and every party member for whom You are making the booking.
- 2.7 By submitting an Order You warrant and confirm to Us that You are over 18 years of age and responsible for ensuring that any information which You give Us is accurate and that any information given by Us to You will be passed on to all members of Your party.
- 2.8 We shall assign a confirmation number to the Order and inform You of it, when We confirm the Order. Please quote the confirmation number in all subsequent correspondence with Us relating to the Order. **When travelling, please bring a printed copy of this confirmation.**
- 2.9 All contracts with Us and all matters arising from them are subject to English Law and to the exclusive jurisdiction of the courts of England and Wales.
- 2.10 Our Fees are inclusive of VAT.
- 2.11 The GatwickConnects+ Service offered is subject to availability.

2.12 The GatwickConnects+ Service is not a replacement for travel insurance and You must make sure that You have adequate travel insurance in place as You see fit.

### 3. GATWICKCONNECTS+ SERVICE

3.1 GatwickConnects+ Service enables passengers to book inbound and outbound interconnected flights from and to Gatwick Airport directly with airlines. Passengers can book separate tickets with the same airline or different airlines in a single transaction. However, GatwickConnects+ Service is only available to passengers booking their inbound and outbound flight from and to Gatwick Airport as a single transaction through the GatwickConnects booking service. In these Terms, when we refer to inbound and outbound flights we mean Your booked inbound and outbound flights to and from Gatwick Airport only.

3.2 You are entering into individual contracts with each of the inbound and outbound carriers who are named in the booking process. We do not provide the flights as principal, nor are We providing a package holiday within the meaning of the Package Travel, Package Holidays and Package Tours Regulations 1992.

3.3 GatwickConnects+ Service also provides the following benefits to passengers:

- (a) GatwickConnects Protected Connection:
- (b) Entrance pass to use Premium Security at Gatwick:
- (c) A complimentary glass of wine, or a soft drink at Caviar House:
- (d) A Trace Me Luggage Tracker. Trace Me is partnered with the SITA World Tracer system, used by almost all major airlines around the world. If the paper airline tag is lost or destroyed, Your bag can be identified by the unique TMLT serial number on Your Tag. This can be entered by airport or airline staff into the SITA system, allowing Your bag to be traced and allowing the airline to reunite You with Your bag:
- (e) Further exclusive GatwickConnects+ Service discounts on lounge entry and shopping. These discounts currently are:
  - (1) £10 off No1. Lounge entry (North and South Terminal)
  - (2) £6 off My Lounge entry (North Terminal only)
  - (3) 50% off 2 hours Regus Business Lounge entry (South Terminal only)
  - (4) £10 off of a £75 spend in World Duty FreeThese offers are correct as of the date of these T&Cs. These offers are provided by Our airport partners and so are subject to change and subject to availability; and
- (f) a staffed GatwickConnects Check-in Desk, between the hours of 06:00 and 18:00.

- 3.4 Passengers arriving at Gatwick between 18:00 and 06:00 should proceed to check in with their outbound airline collecting their own baggage from the arrivals belt. In the event that You arrive at Gatwick between the hours of 18:00 and 06:00 then please follow the procedure set out in 6.3.

#### **4. ORDER**

- 4.1 You must provide Us with all information which We request in order to submit Your Order.
- 4.2 You must pay for the GatwickConnects+ Service using a credit or debit card.
- 4.3 You must ensure that the credit or debit card You are using is Your own or You have express authorisation to use it.
- 4.4 You must ensure that sufficient funds are available to cover the total cost of the GatwickConnects+ Service and the direct payment to the airlines for Your flight.
- 4.5 Once You submit Your Order We will hold Your payment for the GatwickConnects+ Service and will verify it against Your card holder details. Once Your payment has been approved We will email You a confirmation invoice and Our Fees will be non-refundable.
- 4.6 Your payment to the airlines will be dealt with by them directly and they will issue You with an email confirming Your flight booking and Your ticket(s). We do not make any representation or warranty as to the availability of any airline flight ticket and all fares are subject to availability.

#### **5. PARTIALLY FAILED AIRLINE BOOKING**

- 5.1 In the event that as a result of insufficient funds on Your account, one or more flight bookings and/or Our Fees are declined, You will be alerted of the issue. We will endeavour to assist in completing the bookings by requesting payment using an alternative credit or debit card. If You are unable to complete the Order as a whole transaction, as a result of insufficient funds including failure to pay Our Fees, but one or more of Your flight bookings have been agreed with the airlines, then You will need to liaise directly with them and any cancellation or reschedule will be subject to their terms and conditions. No contract will be in place between You and Us and We will have no liability to You.
- 5.2 If Your Order is partially completed as a result of GatwickConnects+ Service system failure (as opposed to airlines system failure) to concurrently book all the necessary flight tickets and You have paid Our Fees, then We will assist You in the completion

of Your booking. However, if thereafter You are unable to complete the booking of Your full itinerary, then: a) We will reimburse You Our Fees, if the same have been paid by You to Us, and b) if You decide to cancel any flight that may have been being booked using the GatwickConnects+ Service system at the time of the system failure, We will reimburse You the cost of such flight and any cancellation fee applicable less any reimbursement received from the airlines, upon receipt from You of the evidence of cancellation of such flight and reimbursement received from the airline.

## **6. GATWICKCONNECTS PROTECTED CONNECTION PROCEDURE**

6.1 If You miss Your pre-booked connecting flight due to delay or cancellation of Your inbound flight to Gatwick Airport, We will provide:

- 6.1.1 a replacement ticket (where possible, on a like for like basis as Your missed flight) for You to travel on an alternative flight to Your destination;
- 6.1.2 overnight accommodation should an alternative flight not be available on the same day as Your missed connecting flight; and
- 6.1.3 food vouchers, as may be necessary to an amount not exceeding £40 per passenger per day.

For the avoidance of doubt, We will not provide You with an alternative flight to a destination other than the destination of the original booking.

6.2 In the event that Your arrival flight is delayed or cancelled on the day of operations, You will need to follow Your airline's instructions as to how to get to Gatwick Airport. Once at Gatwick Airport, You will need to make Your way to the GatwickConnects Check-in Desk which is located in the baggage reclaim halls. The GatwickConnects team will be able to help You onto an alternative departure flight to Your destination, at no extra charge to You.

6.3 In the event that a) You arrive at Gatwick between the hours of 18:00 and 06:00 or b) Your airline brings You to Gatwick Airport via an alternative method, for example coach, You will need to go to Your Service Centre – operated by Skybreak, which is located in South Terminal Check In Zone J or on level 2 in North Terminal. The Service Centre Desks will then be able to issue you with your GatwickConnects+ Service package and/ or rebook you onto an alternative flight to Your destination.

6.4 Flight schedule changes and or amendments to the schedules before the day of operations – If Your airline notifies You of a schedule change to any of Your flights You will need to contact Us to let Us know. If You fail to let Us Know of Your schedule change and or amendment to Your schedule, or fail to respond to our email in respect thereof, the GatwickConnects Protected Connection will be forfeited.

- 6.5 In the event that this schedule change results in less than a 2 hours connection time, We will discuss Your best options to rebook with Your airline including the GatwickConnects Protected Connection. This may result in advice to cancel an existing booking and to rebook with an alternative airline. In the event that no reasonable option can be found with Your original airline or an alternative airline to maintain a 2 hours connection time, You may be advised to seek cancellation from one or both of Your airlines. Gatwick reserves the right, but is not obliged to book an alternative connection of less than 2 hours connection time. For the avoidance of doubt, in the event that this schedule change results in more than 2 hours connection time, We will not amend Your rescheduled booking.
- 6.6 We shall not be liable for any costs associated if you choose not to travel on any of Your original flights or any alternative flights rebooked by Us.
- 6.7 In the event that You decide not to travel on or use any of the alternative options (including overnight accommodation) provided to You by Us, Your GatwickConnects Protected Connection will be forfeited under these Terms and You will not be entitled to a refund of Our Fees.

## **7. OUR LIABILITY TO YOU**

- 7.1 If We are in breach of these Terms or if We are negligent in the performance of Our duties under these Terms and as a result We cause You to suffer any damages, losses, expenses, claims of whatsoever nature, whether direct or indirect, Our total liability to You under these Terms or otherwise in law shall be limited to the cost of Your original outbound flight and reasonable accommodation charges which We should have arranged for You at or nearby Gatwick Airport. In no circumstances shall We be liable to pay any other damages, costs, expenses or claims including but not limited to future connecting travel costs, accommodation, loss of business, loss of enjoyment and/or cancellation costs, any consequential losses or damages of any kind, including those suffered at Your intended final destination, This clause shall not exclude Our liability to You for death or personal injury resulting from Our negligence.
- 7.2 It is Your responsibility to maintain contact with Us and respond to all Our communications either by email or phone. In the event that You fail to respond to Our communications and/or follow our procedure, as set out in clause 6, or You are uncontactable You will forfeit Your rights under these Terms and We will have no liability to You in relation to the GatwickConnects+ Service.
- 7.3 We shall not be liable to You in relation to GatwickConnects+ Service including and to the provision of the GatwickConnects Protected Connection amongst others stated in these Terms and Conditions in the following circumstance if:

- (a) You fail for any reason to board Your inbound flight to Gatwick Airport and as result You fail to board Your outbound connection flight;
- (b) the connecting outbound flight is cancelled by the airline or Your outbound airline is overbooked, or any other circumstance where the outbound airline has a liability to provide You with an alternative flight or to compensate You;
- (c) You are unfit or deemed unfit to travel and/or voluntarily fail to board and/ or are offloaded from any flight, whether inbound or outbound;
- (d) You arrive at Gatwick Airport with sufficient time to make the connection and You voluntarily fail to proceed to the departure gate without delay and as a result You fail to reach the departure gate by the required time;
- (e) You are prevented from boarding either Your inbound flight to or Your outbound flight from Gatwick Airport and/ or Your inbound or Your outbound flight is prevented from arriving at or departing from Gatwick Airport due to industrial action, geological or catastrophic event such as earthquakes, volcanic eruptions or tsunamis, airline failure, terrorism, war, hijacking or CAA withdrawal of aircraft,
- (f) You are unable to board a flight, as a result of Your failure to obtain the necessary visas and/or have the necessary valid travel documents with You;
- (g) You miss any flight(s) due to any delay arising as a result of a third party intervention, including but not limited to passport, customs and immigration control, Border Force, police intervention, etc;
- (h) You miss any flight as a result of You being involved in any malicious, reckless, illegal or criminal act;
- (i) You amend Your booking directly with the airline, which results in a connection time of less than 2 hours between the scheduled arrival of the inbound flight to, and the scheduled departure of the connecting flight from, Gatwick Airport;
- (j) Your inbound flight is diverted or delayed or the airport from which Your inbound flight is scheduled to depart is closed and You miss Your connection and You made Your own alternative arrangements to reach Gatwick Airport rather than those provided by Your airline;
- (k) We rebook Your outbound flight and/or accommodation, in accordance with these Terms, but You fail to accept or board, for any reason, the rebooked outbound flight and/ or accommodation; and
- (l) You incur costs associated with accommodation and/or food as a result of Your failure to accept and/or board, for any reason, the rebooked outbound flight and/or accommodation

7.4 The following restrictions also apply to provision of the GatwickConnects+ Service at Gatwick Airport

7.4.1 Premium Security;

- (a) Only one passenger can access Premium Security per voucher
- (b) Only available to departing passengers with a valid boarding card
- (c) The voucher is non-refundable, and has no cash alternative
- (d) Vouchers which have been photocopied or defaced in any way will not be accepted
- (e) Premium security may at times be subject to operational restrictions

7.4.2 Complimentary glass of wine at Caviar House;

- (a) Please present the voucher to a Caviar House and Prunier cashier at the time of purchase to qualify
- (b) The voucher cannot be used in conjunction with any other promotion or discount voucher
- (c) No cash alternative available
- (d) Only one voucher per transaction
- (e) Only to be used at Gatwick Airport

7.4.2 Trace Me Luggage Tracker;

- (a) Terms and Conditions apply at <http://www2.tmlt.co.uk/terms/>

7.4.3 £10 off No1. Lounge entry;

- (a) Entry includes a hot dish from the kitchen, cold food from the pantry table, daily newspapers, glossy magazines and unlimited Wi-Fi
- (b) Subject to availability
- (c) Available in North and South Terminal
- (d) Normal cost £30 per person

7.4.4 £6 off My Lounge entry;

- (a) Entry includes nibbles to graze on from the kitchen counter, drinks you can pour yourself, daily newspapers, lifestyle magazines and unlimited Wi-Fi

- (b) Subject to availability
- (c) Normal cost £18 per person
- (d) North Terminal only

7.4.5 50% off 2 hours Regus Business Lounge entry;

- (a) Lounge access is subject to availability.
- (b) Over 18s only
- (c) Redeemable at Gatwick Airport Regus Express only
- (d) Normal cost £16 plus vat

7.4.6 £10 off of a £75 spend in World Duty Free in either North or South Terminal;

- (a) Offer valid for £10 off any spend of £75 or over at World Duty Free store at Gatwick Airport
- (b) Only one voucher may be used per passenger and must be presented at time of purchase.
- (c) Offer excludes all tobacco products
- (d) Only available to departing passengers with a valid boarding card
- (e) The voucher is non-refundable, may not be used against previous purchases or in conjunction with any other discount offer in store, or online and has a cash redemption value of 0.001p
- (f) Vouchers which have been photocopied or defaced in any way will not be accepted

**8. FORCE MAJEURE**

8.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by a Force Majeure Event.

8.2 A Force Majeure Event means any act or event beyond Our reasonable control, including without limitation strikes, lock-outs or other industrial action, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, hijacking, war (whether declared or not) or threat or preparation for war, acts of God, fire, explosion, storm, flood, snow, earthquake, subsidence, epidemic or other natural disaster, geological or catastrophic event such as volcanic eruption, volcanic ash or volcanic

pollution, tsunamis, airline failure, CAA withdrawal of aircraft, infrastructure failure, airport asset failure or failure of public or private telecommunications networks.

## **9. INFORMATION ABOUT US AND HOW TO CONTACT US**

9.1 We are Gatwick Airport Limited a company registered and incorporated in accordance with the laws of England and Wales, registered under company number 01991018 and registered office at 5<sup>th</sup> Floor Destinations Place, Gatwick Airport, West Sussex RH6 0NP. Our registered VAT number is GB 974 8388 54.

9.2 If You have any questions about Gatwick Airport or if You have any complaints, please contact Us. You can contact Us via the postal or email address shown below: If You wish to contact Us in writing, or if any clause in these Terms requires You to give Us notice in writing You can send this to Us by post at:

Customer Services

6<sup>th</sup> Floor, Destinations Place

South Terminal

Gatwick Airport

West Sussex

RH6 0NP

9.3 Alternatively You can send an e-mail to GatwickConnects at [customer.services@gatwickairport.com](mailto:customer.services@gatwickairport.com). We will confirm receipt of this by contacting You in writing. If We have to contact You or give You notice in writing, We will do so by e-mail, to the email address You provide to Us in the Order.

## **10. HOW WE MAY USE YOUR PERSONAL INFORMATION**

10.1 We will use the personal information You provide to Us to:

- (a) provide the GatwickConnects+ Services;
- (b) process Your payment for such GatwickConnects+ Service; and
- (c) inform You about products or services that We provide, but You may stop receiving these at any time by contacting Us.

10.2 You agree that We may pass Your personal information to the airlines for the purpose of the flight booking and payment.

10.3 We will not give Your personal data to any other third party other than those third parties who will process and arrange Your bookings.

