

Terms & Conditions (avbsl.com)

Agreement between User and A.von Brockdorff Services Limited (avbsl.com)

A.von Brockdorff Services Ltd is an IATA accredited travel agent | IATA - 50236745 | LIC - TRA/M02.. This Agreement describes the terms and conditions applicable to the services available through this Site. This Agreement describes your responsibilities and, among other things, limits the liability of A.von Brockdorff Services Ltd BEFORE SUBMITTING AN ONLINE BOOKING FORM AND/OR USING ANY OF THESE SERVICES, PLEASE READ ALL OF THIS AGREEMENT CAREFULLY. BY ACCESSING ANY AREAS OF THIS WEB SITE ("SITE"), USERS ("USERS" OR "YOU") AGREE TO BE LEGALLY BOUND AND TO ABIDE BY THESE TERMS AND CONDITIONS, WHICH WILL CONSTITUTE OUR AGREEMENT ("AGREEMENT"). If you do not agree with any part of this Agreement, YOU MUST NOT USE THIS SITE. A.von Brockdorff Services reserves the right, in its sole discretion, to amend this Agreement at any time by posting the amended terms on this Site. The amended terms shall be effective from and after the date that they are posted on the Site. This Agreement may not otherwise be amended except in writing signed by both parties.

PART I

General Terms and Conditions

Copyright Notice

You, the User, acknowledge that all content included on this Site, including the information, data, software, photographs, graphs, video, typefaces, graphics, music, sounds, images, illustrations, maps, designs, icons, written and other material and compilations (collectively, "Content") are intellectual property and copyrighted works of avbsl.com and/or its third-party providers including, without limitation, the airline, hotels, rental car companies and other travel suppliers that provide travel or other services through this Site ("Providers"). Reproduction or storage of information or works retrieved from this Site, in all forms, media and technologies now existing or hereafter developed, is subject to the Copyright Act.

Trademark Notice

AVBSL.com is registered service mark of A.von Brockdorff Services Ltd. Other product and company names identified on this Site may be the name, trademark, trade name, service mark, logo, symbol or other proprietary designation of A.von Brockdorff Services or a third-party. The use on this Site of any name, trade name, trademark, service mark, logo, symbol or other proprietary designation or marking of or belonging to any third-party, and the availability of specific goods or services from such third-party through this Site, should not be construed as an endorsement or sponsorship of this Site by any such third-party, or the participation by such third-party in the offering of goods, services or information through this Site.

Acceptable Use

This Site is intended for personal, non-commercial use. The content and information on this Site (including, without limitation, price and availability of travel services), as well as the infrastructure used to provide such content and information, is proprietary to A.von Brockdorff Services (avbsl.com) or its suppliers and providers. Accordingly, as a condition of using this Site, you agree not to use this Site or its contents or information for any commercial or non-personal purpose (direct or indirect) or for any purpose that is unlawful or prohibited by this Agreement. While you may make limited copies of your travel itinerary (and related documents) for travel or services purchased through this Site, you agree not to modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell any information, software, products, or services obtained from this Site. In addition, whether or not you have a commercial purpose, you agree not to: access, monitor or copy any content or information of this Site using any robot, spider, scraper or other automated means or any manual process for any purpose without express written permission of A.von Brockdorff Services;

Violate the restrictions in any robot exclusion headers on this Site or bypass or circumvent other measures employed to prevent or limit access to this Site;

Take any action that imposes, or may impose, in the discretion of avbsl.com, an unreasonable or disproportionately large load on the avbsl.com infrastructure; or Deep-link to any portion of this Site (including, without limitation, the purchase path for any travel services) for any purpose without express written permission of A.von Brockdorff Services Ltd.

You may only use this Site to make legitimate reservations, purchases or requests to purchase the products or services offered (each, a "Request") and shall not use this Site to make any speculative, false or fraudulent Requests or any Requests in anticipation of demand. You represent that you are of sufficient legal age to create binding legal obligations for any liability you may incur as a result of your use of this Site. It is a violation of law to place a Request in a false name or with an invalid debit or credit card. Please be aware that even if you do not give us your real name, your web browser transmits a unique Internet address to us that can be used by law enforcement officials to identify you. Fraudulent users will be prosecuted to the fullest extent of the law.

General Limitation of Liability

IN NO EVENT SHALL AVBSL.com, INCLUDING ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND/OR AFFILIATES (COLLECTIVELY, THE "COVERED PARTIES"), BE LIABLE FOR ANY INJURY, DEATH, LOSS, CLAIM, DAMAGE, ACT OF GOD, ACCIDENT, DELAY, OR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, WHICH ARISE OUT OF OR ARE IN ANY WAY CONNECTED WITH ANY USE OF THIS SITE OR WITH ANY DELAY OR INABILITY TO USE THIS SITE, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS OR SERVICES OBTAINED THROUGH THIS SITE, EVEN IF A COVERED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Further, the Covered Parties accept no responsibilities for any damage and/or delay due to Provider cancellations, shortages, sickness, pilferage, labour disputes, bankruptcy, machinery breakdown, quarantine, government restraints, weather, terrorism or causes beyond the Covered Parties'

control. No responsibility is accepted for any additional expense, omissions, delays, re-routing or acts of any governmental authority. No Covered Party shall be responsible for any Provider's breach of any warranty including, but not limited to, implied warranties of fitness for a particular purpose or of merchantability, nor shall any Covered Party be responsible for any other wrongdoing of a Provider (including any liability in tort), as to any products and/or services available through this Site. No Covered Party shall be responsible neither for any Provider's failure to comply with this Agreement nor for any Provider's failure to comply with applicable federal, state, provincial and local law.

Third Parties

If you use this Site to submit Requests for or on behalf of a third-party ("Third-party"), such as a family member or a travelling companion, you are responsible for any error in the accuracy of information provided in connection with such use. In addition, you must inform the Third-party of all Terms and Conditions applicable to all products or services acquired through this Site including all rules and restrictions applicable thereto. Each User using this Site for or on behalf of a Third-party agrees to indemnify and hold each Covered Party harmless from and against any and all liabilities, losses, damages, suits and claims (including the costs of defence), relating to the Third-party's or the User's failure to fulfil any of its obligations as described above. You are directly responsible for any Request submitted including for total charges and performance obligations.

Links to Other Web Sites and Services

To the extent this Site contains links to outside services and resources, any concerns regarding such services or resources should be directed to the particular outside service or resource provider. None of the Covered Parties guarantees or warrants the accuracy or completeness of the information or content included on the Web sites of these outside services and resources.

Termination of Usage

User access to all or part of this Site may be terminated or suspended at any time, without notice and for any reason.

PART II

Travel Services

A. General

Travel Service Limitation of Liability THE AIRLINES, HOTELS, RENTAL CAR COMPANIES AND OTHER SUPPLIERS PROVIDING TRAVEL OR OTHER SERVICES THROUGH THE SITE (COLLECTIVELY, "TRAVEL SUPPLIERS") ARE INDEPENDENT CONTRACTORS AND NOT AGENTS OR EMPLOYEES OF THE COVERED PARTIES. THE COVERED PARTIES DO NOT ASSUME LIABILITY FOR ANY INJURY, DAMAGE, DEATH, LOSS, ACCIDENT OR DELAY DUE TO AN ACT OR OMISSION OF A TRAVEL SUPPLIER, INCLUDING, WITHOUT LIMITATION, AN ACT OF NEGLIGENCE OR THE DEFAULT OF A TRAVEL SUPPLIER, OR AN ACT OF GOD. FURTHER, NO RESPONSIBILITIES ARE ACCEPTED FOR ANY DAMAGE AND/OR DELAY DUE TO SICKNESS, PILFERAGE, LABOR DISPUTES, BANKRUPTCY, MACHINERY BREAKDOWN,

QUARANTINE, GOVERNMENT RESTRAINTS, WEATHER, TERRORISM OR CAUSES BEYOND THE COVERED PARTIES' CONTROL. NO RESPONSIBILITY IS ACCEPTED FOR ANY ADDITIONAL EXPENSE, OMISSIONS, DELAYS, FAILURE TO MAKE CONNECTIONS, RE-ROUTING OR ACTS OF ANY GOVERNMENTAL AUTHORITY.

Passports, Visas, and Hazards

We have no special knowledge regarding foreign entry requirements such as the need for passports and visas, unsafe conditions, health hazards, weather hazards, supplier bankruptcies, or the suitability for disabled persons of any portion of any tour. You hereby release the Covered Parties from any claims resulting in whole or in part from any problem covered in this paragraph and any other causes not within our control.

You agree to abide by the terms or conditions of purchase imposed by any Travel Supplier, whether that Travel Supplier is selected by you or by AVBSL.com, including, but not limited to, payment of all amounts when due and compliance with the Travel Supplier's rules and restrictions regarding availability and use of fares, products, or services. You understand that any violation of any such Travel Supplier's conditions of purchase may result in cancellation of your reservation(s) or purchase(s), in your being denied access to any flights, hotels, or automobiles, in your forfeiting any monies paid for such reservation(s) or purchase(s), and in AVBSL.com debiting your account for any costs AVBSL.com incurs as a result of such violation. You shall be completely responsible for all charges, fees, duties, taxes, and assessments arising out of the use of this Site.

Third Party Errors

Because we are reliant on the availability of seats, airfare rules and their associated pricing levels from either the airline directly or their distributing partners, we reserve the right to amend your booking in consultation with you in the event of an error by these third parties. In such circumstances additional fare charges may have to be paid by you or/and your itinerary may need to be changed to comply with either the fare rule or/and availability of seats.

You acknowledge that some of the material accessible through our website is provided by third parties. This material does not form part of the Service, and we are not responsible for this material. Where the Service provides the facility to enter into transactions with third parties, you acknowledge that the goods or services offered by these third parties do not form part of the Service, and that we are NOT responsible for those third parties or the goods or services they offer. Airlines and other third party travel providers impose different terms and conditions on the sale of specific travel products featured on this site. You should carefully read all the terms and conditions specific to the product you are booking before finalizing your travel transaction.

Validity of Prices

Prices quoted on our web site including booking engines are subject to availability and conditions. Although every care has been taken, the prices are not guaranteed and are subject to change without notice.

You understand and agree that the quotes and prices you obtained from our services are subject to the specific terms and condition. It is your responsibility to read the rules of the specific products before submitting an order. We reserve the rights to verify your booking in the event of an error caused by those third parties, such as booking engine or fare database system. In such circumstances, we will consult with you to adjust your booking, or offer you an alternative product.

You are reminded that air fares and the government taxes are subject to change with or without prior notice.

All prices quoted and offered by us are only guaranteed after full payment is received.

Payment and Delivery Method

Once you have received the confirmation from AVBSL.com for your travel arrangement, you can elect to use any "Payment Method" we accept to pay your account.

After we receive your payment in full, we will finalise your reservation and send you a confirmation email within 24 hours. If your travel documents and packages need to be delivered by mail, we will send them within 24 hours after receiving all relevant documents from their suppliers.

In the case of any reservation made within 72 hours of departure time, if the travel documents cannot be delivered via email, we reserve the right to charge you an additional fee for a special courier delivery for travel documents.

If you (or your nominated agent) live in Malta, then you can avoid these charges by coming to our offices to pick up the travel documents in person.

In the event that you have chosen for the documents to be delivered by special courier, AVBSL will endeavour to provide your documents in time. In the event that the documents are not received prior to departure, then you agree that AVBSL is not liable for any other costs incurred.

B. Airline Service Restrictions

General

Airline tickets available through this Site are subject to the published conditions of carriage and rules of the applicable airline. The contract of carriage in use by the applicable airline, when issued shall be between the applicable airline and the passenger.

Non-Use of Flight Segments

You agree to purchase a ticket or tickets containing flight segments that you will not be using, such as a "point-beyond", "hidden-city", or "back-to-back tickets". You further agree not to purchase a roundtrip ticket that you plan to use only for one-way travel. You acknowledge that the airlines generally prohibit all such tickets, and therefore we do not guarantee that the airline will honour your ticket or tickets. You agree to indemnify the Covered Parties against airline claims for the difference between the full fare of your actual itinerary and the value of the ticket or tickets that you purchased.

C. Hotel Service Restrictions

General

Hotel room bookings made available through AVBSL.com's hotel service are subject to the disclosed terms and conditions of the applicable hotel.

The "Total Charges" that you will pay for using our hotel service will always be disclosed to you before you submit your Request.

Late Arrival and Failure to Check-in on First Night

If you are going to be delayed or find that you cannot check in to your hotel on the date you requested, you should contact the hotel to let them know. If you fail to check in to your hotel on the day of your reservation and do not alert the hotel, the remaining portion of your reservation will be cancelled and you will not be entitled to a refund.

Special Needs

If you have special needs (e.g., wheelchair accessible room) you must call the hotel and verify that special needs can be met. Your hotel reservation will be refunded, cancelled or modified if special handicapped needs cannot be met.

Must be 18 Years of Age

The guest on the reservation must be 18 years or older to check into the hotel.

AGENT SERVICE FEES

The following transaction fees will be applied to your flights booking (above what the airlines charges):

Air Malta	€12.00	Per Person – All Air Malta
European Carrier	€20.00	Per Person – Euro Destination
International Destination	€25.00	Per Person - Non European Destination
Low Cost Carrier	€15.00	Per Person – direct airline bookings
Refunds	€15.00	Per Person
Changes	€15.00	Per Person plus any applicable air fare difference & airline fees

*Transaction fees are non refundable

Note: No credit card fees will be applied for flights reservation made through AVBSL.com

HOW TO CONTACT US

If you have any questions about our Terms & Conditions contact us at info@AVBSL.com or call: +356 22588400

Flight Booking Conditions

Online Credit Card Payment for Flight Booking (not available)

Contact Details Malta

AVBSL is committed to providing the lowest possible prices to our local customers in Malta. To qualify for AVBSL pricing, full Maltese contact details must be provided within the Passenger details page. AVBSL reserves the right to decline any booking prior to payment confirmation email.

International Credit Card

We accept all major credit cards. Prices are not guaranteed until the payment has been processed. All attempts at creating fraudulent bookings will be logged and reported to the competent authorities.

Note: NO credit card fees will be applied on your flights booking. Your Card statement will show two charges, one from the carrier that the air tickets are issued on, and the other in the name of A.von Brockdorff Services, for the transaction fee applied.

Payment Methods other than Credit Card – Select “An agent will contact you”

When you select "An agent will contact you" for the ticket payment option, then you will receive the following payment options by email right after the reservation. To guarantee the booking, full payment must be finalized before the ticketing deadline.

Direct Deposit by Cash or Internet Banking

Cash payments are only accepted in person at our offices.

Payments by Internet Banking can be effected to the following account:

Bank Name: Bank of Valletta plc, Sliema, Malta

Account Name: A.von Brockdorff Services Ltd.

IBAN: MT91VALL22013000000040020051280

SWIFT: VALLMTMT

Note: Payment option “An agent will contact you” is not permitted for ticketing deadline within 24 hours of booking

Changes and Cancellations

We would like to remind you that alterations and cancellations are subject to the fare conditions of your booking. Some fares may involve penalties for alterations or cancellations. They may even not be reimbursable and not allow alterations.

Request for changes and cancellations must be made 48 hours prior to the flight departure time, providing permitting by the fare rules. All changes need to be made in writing via email (please send your email to info@AVBSL.com).