

Cavuka

Terms and Conditions

Version 1.0 | Effective date: May 2026

Who are we?

Cavuka ("us", "we" or "our" as the context requires) provides online flight search and booking services, and other travel-related services (the "Services"), to travellers throughout the world via our website and platform (the "Platform").

Cavuka is not a travel agent and is not responsible for providing, setting or controlling the prices applicable to any of the travel options or products which you find and book via our Services ("Third Party Travel Products"). All such Third Party Travel Products are provided by airlines and other independent travel service providers ("Travel Providers") and are subject to the terms and conditions of those Travel Providers.

Cavuka operates as an unincorporated business. These Terms govern your relationship with Cavuka as the operator of the Platform.

ATOL and IATA: Cavuka is not ATOL protected and does not hold ATOL authorisation. Cavuka is not an IATA-accredited agent. Flight bookings facilitated via our Platform are processed through a third-party booking technology provider that holds its own IATA accreditation. Cavuka acts as a disclosed intermediary only. Any booking you make is a direct contract between you and the relevant airline or Travel Provider.

These Terms

These terms and conditions ("Terms") govern your access to and use of our Services and Platform, together with our Privacy Policy. By accessing or using the Services or Platform, you confirm that you have read, understood and agreed to these Terms and those of the Privacy Policy.

We may provide additional services or platforms which could impose different terms and conditions on your use of those services. Where that is the case, you will be clearly notified and those terms will operate in place of or together with these Terms as appropriate.

We may amend these Terms at any time at our discretion. We will publish any revised Terms on our Platform with a minimum of 30 days' notice before material changes take effect. You will be deemed to have accepted any amendments if you continue using our Services or Platform after the amendments are displayed. If you do not accept these Terms, you should not use our Services or Platform.

Nothing in these Terms affects your statutory rights, including those under the Consumer Rights Act 2015.

Using our Services

You may only use our Services and Platform in compliance with applicable laws and for legitimate purposes. In consideration of you agreeing to these Terms, we grant you a non-transferable, non-exclusive licence to access and use our Services and Platform for your own personal, non-commercial purposes and for no other purpose. We grant this licence subject to you agreeing that you shall not:

1. use our Services or Platform for any purpose that is improper, unlawful, or to post, share or transmit any material that: (i) is illegal, harmful, defamatory, offensive,

obscene or otherwise objectionable; (ii) is in breach of confidence or privacy or of any third party's rights including copyright, trade mark or other intellectual property rights; (iii) is posted, shared or transmitted for the purpose of advertising or promoting yourself or any third party; or (iv) is misleading or misrepresentative as to your identity or which in any way suggests that you are sponsored, affiliated or connected with Cavuka; or (v) you do not otherwise have the rights or permissions needed to make available;

2. use our Services or Platform for any commercial purpose or in any manner which may cause damage to Cavuka or bring Cavuka into disrepute;
3. disassemble, reverse engineer or otherwise decompile any software, applications, updates or hardware contained in or available via our Services or Platform, except as legally permitted;
4. copy, distribute, communicate to the public, sell, rent, lend or otherwise use our Services or Platform, or seek to violate or circumvent any security measures in place to restrict your access to or use of our Services or Platform;
5. use or interfere with our Services or Platform in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users;
6. introduce onto, or transmit via our Services or Platform any disruptive or malicious code, virus, worm, or trojan horse, or a 'denial of service' or 'spam' attack; or
7. remove, alter or replace any notices of authorship, trade marks, business names, logos or other designations of origin on our Services or Platform, or pass off or attempt to pass off our Services or Platform as the product of anyone other than Cavuka.

You also agree not to use any unauthorised automated computer program, software agent, bot, spider or other software or application to scan, copy, index, sort or otherwise exploit our Services or Platform or the data contained on them. Cavuka reserves the right to take any technical or legal action to detect and restrict unauthorised automated access to our Services and Platform.

Our Services and Platform are not intended for children under 18 years of age. No one under the age of 18 may provide any information to or via our Services or Platform. We do not knowingly collect personal information from children under 18. If we learn that we have collected or received personal information from a child under 18, we will delete that information.

Sharing information with us

We take your privacy seriously and operate at all times in accordance with applicable data protection laws. You acknowledge that any personal data which you submit to or via our Services or Platform may be used by us in accordance with our Privacy Policy. You agree to ensure that all personal data you provide to us is accurate and up to date.

If you provide us with any suggestions, comments, improvements, ideas or other feedback ("Feedback"), you hereby irrevocably assign ownership of all intellectual property rights subsisting in that Feedback to us and acknowledge that we can use and share such Feedback for any purpose at our discretion. You can provide feedback to us via our contact form on the Platform.

Cavuka's property

Except as set out elsewhere in these Terms, all intellectual property rights including copyright (including copyright in computer software), patents, trade marks or business

names, design rights, database rights, know-how, trade secrets and rights of confidence in our Services and Platform (together, the "Intellectual Property Rights") are owned by or licensed to Cavuka. You acknowledge that by using the Services or Platform, you will not acquire any right, title or interest in or to them except for the limited licence to use them granted to you by these Terms.

The Cavuka name, brand, logo, and the selection and arrangement of content on the Platform are protected intellectual property. You may not reproduce, imitate, or use these in any way without our prior written consent. This includes any attempt to build a competing product based on, derived from, or substantially similar to our Platform or Services.

Other people's property

We respect the intellectual property rights of others. If you believe your copyright is being infringed by any content on our Services or Platform, please contact us via our contact form with the following information:

8. identification of the copyrighted work claimed to have been infringed;
9. identification of the claimed infringing material and enough information for us to reasonably locate it on our Services (providing the URL(s) is fine);
10. enough information for Cavuka to contact you, such as an address, telephone number, and, if available, an email address;
11. a statement by you that you have a good faith belief that the disputed use is not authorised by the copyright owner, its agent, or the law;
12. for claims under the DMCA only, a statement by you, made under penalty of perjury, that the above information is accurate and that you are the copyright owner or are authorised to act on the copyright owner's behalf, and your physical or electronic signature.

Illegal Content

We will act promptly on any reports of content that is illegal or harmful. Examples of illegal content include illegal hate or harmful speech, discriminatory content, illegal products, fraud or intellectual property infringements.

Where you know of or reasonably suspect any illegal content on our Platform, please use our contact form to make a report.

Complaints under the UK Online Safety Act

If you are a user based in the UK and want to make a complaint about content which you consider to be (i) illegal or (ii) harmful to children in accordance with the UK Online Safety Act ("OSA"), or if your complaint relates to our compliance with our duties under the OSA, you can contact us via our contact form and our team will review the complaint and respond to you promptly, and in any event within 28 days.

Price accuracy and warranty disclaimer

Your use of the Services and Platform is entirely at your own risk.

Although we enforce strict price accuracy policies with all Travel Providers who supply our travel data and do our best to ensure that the content displayed on or via our Services and Platform is up to date and accurate, we cannot guarantee the reliability or accuracy of such content. Flight prices are set and controlled by Travel Providers and are subject to change at any time.

We provide the Services and Platform on an 'as is' basis and expressly disclaim all warranties, conditions and guarantees of any kind, whether express or implied, including but not limited to the implied warranties of title, non-infringement, merchantability and accuracy. To the extent permitted by law, we make no representations and do not warrant to you that our Services or Platform (a) are accurate, complete or up to date; (b) will always be available; (c) will meet your expectations; or (d) are secure or free from errors, faults, defects, viruses or malware.

Making travel bookings via Cavuka

Cavuka is not a travel agent and is not responsible for providing any travel options displayed via the Services or Platform, or for setting or controlling the prices displayed. Any booking you complete via our Services is a direct contract between you and the relevant airline or Travel Provider.

Cavuka facilitates your bookings as a disclosed intermediary and has no liability to you in respect of such bookings. The identity of the relevant Travel Provider and the terms and conditions applicable to your booking with them ("Travel Provider Terms") will be displayed to you at the time of booking. You should read and fully understand the Travel Provider Terms before completing your booking, as they set out what rights you have and what remedies are available to you if something goes wrong.

You agree to comply in full with all applicable Travel Provider Terms. You acknowledge that breaching Travel Provider Terms could result in the cancellation of tickets or reservations, revocation of frequent flier miles and other benefits, and additional charges.

In the event of any issue with a booking, including cancellation, refund, delay or disruption, your rights and remedies lie with the relevant airline or Travel Provider and not with Cavuka. Cavuka accepts no responsibility for the acts or omissions of any Travel Provider.

Limitations and exclusions of liability

These Terms set out the full extent of Cavuka's obligations and liabilities in respect of our Services and Platform.

Cavuka has no responsibility whatsoever for any arrangements you make with any Travel Provider as a result of your use of our Services or Platform. Where our Services or Platform contain links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them.

To the maximum extent permitted by law, we (together with our officers, directors, employees, representatives, affiliates, providers and third parties) do not accept any liability for (a) any inaccuracies or omissions in the content displayed on or via our Services or Platform; or (b) any act of god, accident, delay or any special, exemplary, punitive, indirect, incidental or consequential loss or damage of any kind (including, without limitation, lost profits or lost savings), whether based in contract, tort (including negligence), strict liability or otherwise, incurred by you arising out of or in connection with your access to, use of, or inability to access or use, our Services or Platform or their contents.

Subject to these Terms and to the extent permitted by law, our maximum aggregate liability to you arising out of or in connection with these Terms or your access to, use of, or inability to access or use, our Services or Platform shall be limited to the sum of £10 (ten pounds sterling).

Nothing in these Terms shall limit or exclude (a) our liability in respect of death or personal injury caused by our negligence or for our fraud or fraudulent misrepresentation; (b) any other liability that cannot be excluded by law; or (c) your statutory rights under the Consumer Rights Act 2015 or any other applicable legislation.

Your liability to us

Subject to these Terms, you will be responsible and liable to us for all actions, claims, proceedings, costs, damages, losses and expenses (including, without limitation, legal fees) incurred by us and each of our officers, directors, employees and agents, arising out of or in any way connected with your use of our Services or Platform or breach of these Terms.

Termination

Cavuka may in its absolute discretion immediately terminate any agreement with you under these Terms at any time upon notice to you and, if you have a log-in account, by cancelling your access to your account. Cavuka may suspend your access and use in whole or in part without notice at any time, without incurring any liability to you whatsoever.

General provisions

The invalidity or unenforceability of any provision (in whole or part) of these Terms shall not affect the validity or enforceability of the remaining provisions. Any provision held to be invalid or unenforceable shall be deemed deleted from these Terms.

These Terms are personal to you. You shall not be entitled to assign these Terms in whole or in part to any third party without our prior written consent.

These Terms represent the entire agreement between us and you and supersede and replace all previous terms, conditions, agreements and arrangements in respect of your use of our Services or Platform.

Any failure by us to enforce any of these Terms shall not be a waiver of them or limit the right to subsequently enforce any of these Terms.

A person who is not a party to these Terms shall have no right to enforce any provision of these Terms.

To the extent permitted by law, these Terms and your use of the Platform shall be governed by the laws of England and Wales and you are deemed to have submitted to the non-exclusive jurisdiction of the courts of England and Wales to resolve any disputes which may arise hereunder.

Contact us

If you have any questions about these Terms or our Services, please contact us via our contact form on the Platform.