

## BOOKING TERMS & CONDITIONS

Livingstones TW Limited ("the Company") trading as Livingstone's Travel World, Livingstone's Club Concordiale, Livingstone's Holiday Tours, Livingstone's Golf, Livingstone's Sport, Livingstones UK & Ireland Heritage Tours and its associates are responsible for the marketing, sales and booking of all known travel services. These include but not limited to Escorted and non-Escorted Tours, Brochure Holidays, Tailor-Made Holidays, Cruises, Car Hire & Rental, Flight Only arrangements, Accommodation & Hotel Only arrangements and Rail & Coach Tickets. When making a Booking the Client is deemed to have accepted the terms and conditions contained herein, which are set out below –

1. A Deposit or Reservation Fee must be paid at the time of booking. Deposits are generally based on 20% of the total booking cost, or such sum, as shall be agreed at the time of the booking. Deposits are non-refundable unless the Deposit has been paid as an Advance Registration Fee, or Tour, which for circumstances beyond our control has been cancelled, postponed or moved to another departure date that is not suitable to the client.
2. Payment of a Deposit does not imply acceptance of the booking, and "the Company" shall not be liable for any loss or damage incurred by the client as the result of non-acceptance of a booking due to subsequent changes in availability, price or related third party changes or charges. Upon acceptance of the deposit or reservation fee, "the Company" will issue a document headed Confirmation Details this will detail the travel arrangements, and or service to be provided and the payment made will then be treated as a part payment of the total booking cost.
  - 2a. Payments in respect of bookings can be made in cash, by cheque, debit card or credit card, the latter being subject to an administration fee of £22.00; this fee will be applied to very payment made by this method irrespective of the amount. Payments made by American Express will be subject to a surcharge to be agreed at that point in time, all bank card payments are subject to administration fees, see website page **Payments & Deposits**.
  - 2b. Booking Fee's will apply in respect of bookings that do not exceed £100.00, in this instance a charge of £10.00 will apply, this level of charge will not apply to Travel Insurance Premiums and other insurance related products and services, which are subject to direct third party payments, although third party terms and conditions will apply.
3. The Balance of the booking shall become due 90 days prior to the departure date, or, on a date that is determined by the terms and conditions of a particular booking such as a ticketing deadline. If the client has not paid the final balance by the due date, "the Company" reserves the right to regard the booking as cancelled with a loss of the deposits paid.
4. In the event that the client cancels any booking for any reasons whatsoever during the booking process right through to the day of departure - then payments made up to the date of the cancellation are non-refundable irrespective of any special conditions applied by a third party service provider. These conditions apply to every booking, with the exception of the condition appertaining to a Tour, mentioned in clause 1. It's the responsibility of the client to ensure they have adequate travel insurance in place to deal with the eventuality of a cancellation for whatever reason.
5. If a passenger fails to join a tour, holiday or misses a flight, or joins it after departure, or leaves it prior to completion, no refund can be made. All cancellations must be made in writing, and shall only be effective on the date which "the Company" receives the notice of cancellation.
6. In the event that a client wishes to transfer a booking from one tour or holiday to another, "the Company" will charge a fee of £50.00 per person. Any request for the transfer of a booking, will always be subject to acceptance by the third party service providers, and payment by the client of any charges that the service providers may levy at the time. If these additional costs are not acceptable to the client then, the booking may be regarded as cancelled.
7. All travel arrangements, such as flight only bookings, made by "the Company" on the client's behalf are subject to the booking and cancellation conditions of the travel organiser, airline, airline consolidator, tour operator and any third party service provider. Notwithstanding those conditions, "the Company" shall at all times retain the deposit or reservation fee paid by the client, to cover overhead and administration charges.
  - 7a. Flight Baggage/Luggage allowances, In-flight meals and Security procedures are constantly subject to change. Free Baggage/Luggage allowances and inclusive In-flight meals are not included in any of the travel arrangements made by "the Company" on the client's behalf, unless specifically mentioned in the booking Confirmation Details. Where additional charges for Sports Equipment and flight Baggage/Luggage and In-flight meals are to apply, these costs will be advised to the client who has the option to accept and pay them, decline them, or make their own arrangements outside of the booking process.
8. "The Company" accepts no liability in respect of death or injury, or for loss or damage to goods other than any liability that may be imposed upon it by terms of English Law. To the extent that liability may be devolving upon it, "the Company's" liability shall be limited to the amount paid for the booking by the claimant, but will take into account the cost of any services that has deemed to have been provided.
9. Nor shall "the Company" be liable for any damage, losses or expenses suffered by the client as a result of sickness, quarantine, weather conditions, war, strikes, riots or any other cause outside "the Company's" control. In the event that any these circumstances, situations arise "the Company" shall NOT be deemed to be the agent of the client.
10. "The Company" makes arrangements with air carriers, hoteliers and other independent suppliers to provide the client with some or all of the services and activities. These parties are independent suppliers over whom "the Company" has no direct control, and "the Company" is only responsible to the client, for properly arranging the services and activities defined at the time of the booking. All tickets and vouchers are issued and all accommodation arrangements are made by "the Company", as agents ONLY, and "the Company" shall not be liable for any damage, loss, delay or inconvenience which may be occasioned either by reason or defect in any vehicle or building or through the acts or defaults, whether negligent or otherwise, of any company, firm or person engaged in providing transportation, refreshment, accommodation or other facilities or services in connection with any tour, holiday, travel arrangements or otherwise in relation thereto, nor of any servant of such company, firm or person.
11. It is deemed as a condition of all international travel, being those countries outside of the UK that all clients are insured against sickness, loss of baggage and cancellation or curtailment of their travel arrangements. Having regard to this, "the Company" shall not be liable for any loss or expense arising from the loss of baggage, cancellation or curtailment, sickness or accident however caused, but "the Company" shall provide assistance in relation to these matters at its total discretion, provided that it is not liable for expense or cost.
  - 11a. "The Company" shall at the time of booking offer the client suitable Travel Insurance through its appointed "FSA Travel Insurance Broker" which the client is at liberty to accept or decline. The client should take particular note of the fact that all insurers need to be informed of any pre-existing medical conditions; failure to do so, could greatly affect any future claim. In the event that the Travel Insurance offered by the "FSA Travel Insurance Broker" is declined, the client will complete a Travel Insurance Indemnity Form.
12. Clients are reminded that they are solely responsible for complying with formalities required by police, customs and or health and immigration authorities at the point of departure, at the destination or while in transit. "The Company" will endeavour to provide the clients with the latest information concerning such regulations and restrictions, prior to departure; but cannot accept liability for any inaccuracies or omissions contained therein. Where Entry Visas are required, "the Company" can arrange these through a specialist agency, subject to the various conditions applying, being met, and the payment of such fees, as are agreed at the time.
13. The client making any booking warrants that he/she has authority to make it on behalf of all persons included in the booking, so as to make such other persons parties thereto and to bind them to the terms of these conditions.
14. Should a client have a complaint against "the Company", they should inform "the Company" in writing at its trading address and or registered office, all correspondence being addressed to the Directors. In the event that a complaint concerns a particular booking where "the Company" is acting as Agent for the Tour Operator, then such correspondence should be sent to that Tour Operator or other Service Provider within 28 days of the clients return. A copy of the complaint being sent to "the Company" for record purposes.
15. In the unlikely event that a problem arises with any holiday or travel arrangements, being undertaken by the Client whilst they are abroad or in resort and the matter cannot be resolved with the local representative, if applicable, or the supplier's agent; "the Company" must then be notified of the problem. Contact can be made by telephone, 24 hour answer phone **0044 7483 127647**, text or e-mail, these contact details are shown in all correspondence and on the company website, and the client should use whatever service or method of contact that is most appropriate at the time. "The Company" shall then make very reasonable effort to resolve the issue to the client's satisfaction at the time. Should the client make any changes to the arrangements booked, commit to, or make any payment, whatever the circumstances without "the Company's" written authority, "the Company" will not be liable to any reimbursement, unless it has given the Client its absolute prior authority and "the Company" has specifically agreed the extent of such reimbursement.
16. The entire Contract between "the Company" and the Client is contained in these conditions, and no representation, term, warranty or condition expressed or implied shall be deemed to be or have been made or agreed or implied by reference to any other writing or conversation. These booking conditions can only be varied with the written consent of "the Company", if signed by a director or authorised representative of "the Company". Any disputes shall be dealt with according to English Law and be subject to the jurisdiction of the appropriate English Court unless "the Company" agrees otherwise.
17. Livingstones TW Limited "the Company", trading as Livingstone's Travel World, Livingstone's Club Concordiale, Livingstone's Holiday Tours, Livingstone's Golf, Livingstone's Sport, Livingstones UK & Ireland Heritage Tours is Registered in England & Wales, Company Number 9313275.