

BOOKING TERMS & CONDITIONS

Our Booking Terms and Conditions set out clearly and simply the responsibilities, which we at Let's Travel Services have to you and which in turn, you have to us when a contract is made between us. In these Booking Conditions "you", "your" means all persons named in the booking form (including anyone who is added or substituted at a later date). "We", "us", "our", "company" mean Let's Travel Services Ltd. When signing the booking form for your holiday you will sign on behalf of yourself and others named in your party on the booking form that you have read, understood and accepted these Booking Terms and Conditions and the holiday information provided in the booking. Your contract is entered into with Let's Travel Services Ltd. These Booking Terms and Conditions apply to all holidays, tours, hotel bookings, and visa services supplied by Let's Travel Services Ltd.

Every effort is made to ensure that the information contained in our brochures is as accurate and up-to-date as possible. However, prices and other information can and do change. Please check with Let's Travel Services Ltd. and our staff will advise you of any changes at the time of booking.

Your Contract With Us

1. The Booking Your contract is with Let's Travel Services Ltd. When you make your booking you must complete and sign a booking form accepting and understanding that all bookings are accepted subject to booking conditions. All relevant sections in the booking form must be correctly and fully completed. We can only accept booking forms duly completed and signed, as this confirms that you and others named in your party accept our Booking Terms and Conditions and are entering into the contract.

2. You Pay A Deposit Upon completion of the signed booking form, a £60 deposit of your holiday price per person must be paid to us. Where the total costs are lower than the deposit, then the full holiday price is payable. Accommodation only bookings command a full payment. Visa Services also command full visa service charges including relevant Embassy(ies) or Consulate(s) Visa Application Fees per person.

3. Travel Insurance We strongly advise that you should take out insurance to cover you in the event of illness, personal injury or death during the course of your holiday and for cancellation. We recommend that you take our insurance, details of which are provided upon request by us. You may elect to insure elsewhere provided you write the name and contact number of your insurance company and policy number (if applicable) on your booking form. We do not check alternative policies. It is your responsibility to ensure you and all members of your party take out insurance which is sufficient for your particular needs and to arrange additional cover if necessary. Please read your policy before departure and take it with you on your holiday.

4. You Pay The Balance We must receive the balance of your holiday price at least 6 weeks prior to your departure. If you make your booking 6 weeks or less before departure you must pay the full cost at the time of booking. If the balance is not paid in full and on time we will write to you or telephone you to remind you that payment is due. If you have not paid within 3 working days of receiving our reminder, we reserve the right to treat the holiday as cancelled by you, retain your deposit and apply cancellation charges as set out in paragraph (6) "If You Cancel Your Holiday". Any booking made within 2 weeks of departure is considered a late booking for which full payment is required either in cash or payable by debit/credit card only at the time of booking.

5. If You Change Your Booking If, after your confirmation has been issued, you wish to change your holiday booking (i.e. your chosen departure date, names of passengers, accommodation, flights etc.) we will do our best to help, although changes cannot be guaranteed, provided written notification is received at our offices from the person who signed the booking form. This must be accompanied by payment of £25 per person per change to cover administration costs plus any additional cost incurred by us or imposed by our suppliers. These costs can be up to the full value of the booking. Please be aware that these costs could increase the closer the departure date and that the changes made.

6. If You Cancel Your Holiday You or any member of your party, may cancel your holiday, accommodation or ask us not to proceed with your visa service at any time provided that the person who signed the booking form communicates the cancellation to us in writing. Please note we and/or our suppliers may impose different cancellation charges from those stated below depending on the particular package in question and/or method of transport and/or type of ticket booked (for example Air tickets). These may be higher than those set out below. Where different cancellation charges apply to your chosen arrangements, we will advise you of these at the time of booking. Depending on the reason for your cancellation you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of your insurance policy. Claims must be made directly to the insurance company concerned. These charges are calculated the date we, your holiday provider, receive your written notification.

Number of days before departure written notification is received by us.

Tours/Tailor-Made Holidays	Charge*
42 days or over	Deposit
41 - 29 days	25% of total holiday price
28 - 15 days	50% of total holiday price
14 - 08 days	75% of total holiday price
07 days or less	100% of total holiday price

*Cancellation Charge Per Person

NOTES IN ADDITION TO THE ABOVE (1) We reserve the right to charge any supplier levied cancellation charges if greater than those above. (2) Accommodation only of up to 4 days prior to departure a cancellation fee of £30 or first nights accommodation, whichever the greater, per person. Some hotels require higher cancellation charges; check at the time of booking.

Note: There is no refund on partially used air tickets, accommodation, car hire, tours and holidays.

7. If You Have A Complaint If you have a complaint during your holiday please inform the courier/representative/tour manager and the supplier of the service(s) in question immediately who will do his/her best to help you straight away. If the matter cannot be resolved to your satisfaction you must notify us in writing giving us full details within 28 days of the completion of your holiday and this must be to Let's Travel Services at the address shown on the booking form. You must quote your booking reference number, tour code, tour title, and departure date. If you fail to follow the simple complaints procedure, your right to claim any compensation you may otherwise have been entitled to may be affected or even lost as a result.

8. Other Items (a) You are responsible for ensuring that you are at the correct departure point at the correct time and we cannot be held liable for any loss or expense suffered. As soon as you receive your confirmation invoice, please check the details carefully and inform us immediately. We regret that we cannot accept liability if we are not notified of any inaccuracies in any document within seven days of our sending it out (five days for air tickets). We will do our best to rectify any mistake notified to us outside these time limits but you must meet any costs involved in doing so. The only exception to this requirement to meet any costs is where we made the mistake and there is good reason why you did not tell us about it within these time limits.

(b) We reserve the right to refuse a booking or terminate your holiday in the event of unreasonable conduct, which in the opinion of ourselves or some other person in authority, is causing or is likely to cause damage, distress, danger or annoyance to other clients, employees or any third party or damage to property. In the event of such termination our responsibilities toward the person concerned and their holiday arrangements will immediately cease. Full cancellation charges will apply and we will be under no obligation to make any refund, pay any compensation or meet any expense or losses you or that person incur as a result. When you book with us, you accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss must be paid direct at the time to the accommodation owner or manager or other supplier. If you fail to do so, you will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full legal costs) as a result of your actions.

(c) **PASSPORTS & VISAS** British Citizens require a full ten year British passport. A visitor's passport is NOT accepted. For passports issued after the 5 October 1998, persons under 16 years cannot travel on their parents' passports and are required to have their own individual passport. If you or any member of your party is not a British Citizen or holds a non-British passport, you must check your passport and visa requirements with the Embassy(ies) or Consulate(s) of the country(ies) to or through which you are intending to travel. It is your responsibility to ensure that you are in the possession of the correct travel documents. Please check the requirements at the time of booking and a good time before departure. We can help you obtain the visa(s) of the country(ies) of your travel. The cost of processing visa(s) and passport is not included in the holiday/tour price and you are required to pay for them separately. We can provide details of these costs at the time of booking. Although we do everything possible to assist in obtaining the required visa(s), Let's Travel Services Ltd. cannot accept responsibilities for your expenses, delay or curtailment incurred as a result of clients' documents not being correct. In the case of relevant Embassy(ies) or Consulate(s) refusing to grant visa(s) either to us on your behalf or to you if you apply directly, and you are unable to travel, we regret that visa processing charges and visa application fees (if we apply on your behalf) are non refundable in addition to the cancellation charges, which will apply per person as detailed in clause (6) "If You Cancel Your Holiday".

(d) **HEALTH** Requirements are subject to change and you are reminded that you are responsible for complying with entry and health requirements of all countries you intend to visit. A Department of health leaflet (Ref – T6) "Health advice for Travellers" can be obtained free from your doctor, travel agent or by phoning Freephone 0800 555777. In addition, any person who has a contagious disease is not allowed to travel. Any person with such a disease found during our tours will be asked to leave the tour and will have to make their own travel and other arrangements to return home. Any expenses incurred through this may be covered by the travel insurance acquired by the client.

Our Obligation To You

1. We Reserve Your Holiday A binding contract between us comes into existence when you confirm your booking to us over the telephone, via view data, the internet, a signed booking form or in all other cases and that we have received the deposit or full payment. We both agree that any dispute, claim or other matter that arises out of or in connection with your contract or holiday will be dealt with by the Courts of England and Wales only.

When confirming a booking we will issue you with a confirmation invoice showing the balance payment due and the date it is payable by. We will forward a payment receipt, your holiday itinerary, and confirmation letter 14 days before departure.

2. Your Holiday Price Holiday prices include all coach/air travel, accommodation and meals as specified in the holiday description and VAT and GST where applicable. Unless specifically indicated in the holiday itinerary or description provided by Let's Travel Services, entrance fees, guide fees, city sightseeing tours and optional excursions are not included in the holiday cost. We reserve the right to increase or decrease the prices of unsold holiday arrangements and correct errors at any time.

Once the price of your chosen holiday has been confirmed at the time of booking then, subject to the correction of errors, we will only increase or decrease the price in the following circumstances. Price increases or decreases after booking will be passed on by way of a surcharge or refund. A surcharge or refund (as applicable) will be payable, subject to the conditions set out in this clause, if transportation costs or dues, taxes or fees payable for services such as landing taxes or embarkation or disembarkation fees at ports or airports increase or decrease or our costs increase or decrease as a result of any adverse or favourable changes in the exchange rates, which have been used to calculate the cost of your holiday. Also government actions such as increase in VAT or any other government imposed increases.

Even in the above cases we will absorb increases up to a total amount equivalent to 2% of the holiday price, which excludes insurance premiums, and any amendment changes. Only amounts in excess of 2% will be surcharged. If this means more than 10% of the holiday price (excluding insurance premiums and amendment charges) you will be entitled to cancel your holiday and receive a full refund of all monies paid to us except for any premium for holiday insurance and amendment charges or alternatively you may purchase an alternative holiday from us as referred to in clause 3 below "If We Change or Cancel Your Holiday". We will also pay you compensation as detailed in accordance with the conditions set out in clause 3 below. Should you decide to cancel your holiday or purchase another holiday from us for this reason, you must exercise your right to do so within 14 days from the issue date printed on the final invoice.

3. If We Change or Cancel Your Holiday We start planning the holidays we offer many months in advance. Occasionally, we have to make changes to, and correct errors in the brochure and other details both before and after bookings have been confirmed and cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so. However, we promise we will only cancel your confirmed booking 6 weeks or less before departure where you have failed to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time) or where we are forced to do so as a result of circumstances outside our control/force majeure" as defined in clause 4 below. We will not cancel after this date for any other reason. Most changes are minor. Occasionally, we have to make a "significant change".

"Significant Change" means the following changes when made before departure; a change of accommodation to that of a lower official classification or standard for the holiday or a major part of the time you are away, a change of accommodation area for the whole or a major part of the time you are away, in the case of tours, a significant change of itinerary missing out one or more major destinations substantially or altogether.

Please note that a change of or reduction in quality of one or more single overnight hotels or a change of commentary from English/Mandarin/Hindi/Gujarati only to multilingual which includes English on touring and part touring holidays will not be a significant change. This and all other changes are minor changes.

If we have to make a significant change or cancel, we will notify you as soon as it is reasonably possible. If there is time to do so before departure, we will offer you the choice of the following options:

- Accepting the changed/amended arrangements.
- Purchasing another holiday from us. We will offer you at least one alternative holiday of equivalent or higher standard provided one is available for which you will not be asked to pay any more than the price of the original holiday.
- In the case of cancelling or accepting the cancellation you will receive a full refund of all monies you have paid to us except insurance premiums.

If we have to notify you of a significant change or cancel before departure, we will, as a minimum, where compensation is due pay you the compensation payments set out in the table below depending on the circumstances and when the significant change or cancellation is notified to you.

Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where (1) we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care which include but are not limited to those amounting to "force majeure" (see clause 4 below) or (2) we have to cancel because the minimum number of bookings necessary for us to operate your holiday has not been reached – in this case we will notify you no less than 4 weeks before your scheduled departure date. No compensation will be payable if we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time).

Period before departure in which significant change or cancellation is notified to you	Compensation payable per person
42 days or over	NIL
41 - 29 days	£5
28 - 15 days	£10
14 - 08 days	£15
07 days or less	£20

In all cases, our liability for significant changes and cancellations is limited to offering you the above-mentioned options and, where applicable, compensation payments. We regret we cannot pay any expenses, costs or losses incurred by you as a result of any change or cancellation. No compensation is payable for minor

changes. A minor change is any change which, taking account of the information you have given us at the time of booking or which we can reasonably be expected to know as a tour operator, we could not reasonably expect to have a significant effect on your confirmed holiday.

Very rarely, we may be forced by "force majeure" (see clause 4 below) to change or terminate your holiday after departure but before the scheduled end of your time away. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result.

4. Force Majeure Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by you or otherwise suffer any damage or loss as a result of "force majeure". In these booking conditions, "force majeure" means any event which is beyond the control of the supplier of the service(s) in question but not, even with all due care, foreseeable or avoid. Such events may include war or threat of war, riot, civil strike/actions, political unrest, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire or all similar events outside our control.

5. Complaints We do our best to provide our passengers enjoyable and trouble free holidays. However, occasionally things may go wrong or out of our control. Should you have such a complaint, please advise our courier/representative/tour manager/tour director at the time of such an event who will do everything possible in his/her authority to resolve the matter immediately. If the matter cannot be resolved to your satisfaction you must notify us in writing giving us full details within 28 days of the completion of your holidays and this must be to Let's Travel Services at the address shown on the booking form. You must quote your booking reference number, tour code, tour title, and departure date. If you fail to follow the simple complaints procedure, your right to claim any compensation you may otherwise have been entitled to may be affected or even lost as a result.

6. What Happens to Complaints We can normally agree on amicable settlement of the few complaints we receive. However disputes arising out of or in connection with this contract, which cannot be amicably settled, may be referred to arbitration, if you so wish.

7. Our Liability To You Please note this clause does not apply to any bookings of one type of service only (e.g. flights only, accommodation only or visa service only).

(1) We promise to make sure that all parts of the holiday we have agreed to arrange perform or provide and are wholly within our control as part of our contract with you are performed or provided with reasonable skill and care.

We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following sum:

- The fault of the person(s) affected or any member(s) of their party;
- The fault of a third party not connected with the provision of your holiday which we could not have predicted or avoided;
- An event or circumstance which we or the supplier of the service(s) in question could not have predicted or avoided even after taking all reasonable care (see clause 4 above "Force Majeure");
- The fault of anyone who is not carrying out work for us (generally or in particular) at the time.

In addition, we will not be responsible where you do not enjoy your holiday or suffer any problems because of a reason you did not tell us about when you booked your holiday or where any problems you suffer did not result from any breach of our contract or other fault of ourselves or, where we were responsible for them, our suppliers or agents or where any losses, expenses, costs or other sum you have suffered relate to any business.

Please note we cannot accept responsibility for any services, which do not form part of our contract. This includes, for example, any additional services for facilities, which your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised and we have not agreed to arrange them.

(2) The promises we make to you about the services we have agreed to provide or arrange as part of our contract – and the laws and regulations of the country in which your claim or complaint occurred – will be used as the basis for deciding whether the services in question had been properly provided. If the particular service which gave rise to the claim or complaint complied with local laws and regulations applicable to those services at the time, the service will be treated as having been properly provided. This will be the case even if the service did not comply with the laws and regulations of the UK which would have applied had those services been provided in the UK. The exception to this is where the claim or complaint concerns the absence of a safety feature, which might lead a reasonable holidaymaker to refuse to take the holiday in question.

(3) We limit the maximum amount we may have to pay you for any and all claims or parts of claims, which do not involve personal injury, illness or death. Except where loss of and/or damage to luggage or personal possessions is concerned or a lower limitation of liability applies to your claim, the maximum amount we will have to pay you for such claims if we are found liable to you on any basis is the holiday price (excluding insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable in exceptional circumstances.

Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money), the maximum amount we will have to pay you is £25 per person affected as you are assumed to have taken out adequate insurance at the time of booking.

(4) Where any claim or part of a claim concerns or is based on any travel arrangements (including the process of getting on and off the transport concerned) provided by any air, sea, rail or road carrier or any stay in a hotel, the maximum amount of compensation we will have to pay you will be limited. The most we will have to pay you for that claim or that part of a claim if we are found liable to you on any basis is the most the carrier or hotel keeper concerned would have to pay under the international convention which applies to the travel arrangements or hotel stay in question. When making any payment, we are entitled to deduct any money, which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.

(5) You must provide our insurers and ourselves with all assistance we may reasonably require. If asked to do so, you must transfer to us or our insurers, any rights you have against the supplier or whoever else is responsible for your claim or complaint (if the person concerned is under 18, their parent or guardian must do so). You must also agree to cooperate fully with our insurers and us if our insurers or we want to enforce any rights, which are transferred.

(6) We regret that we cannot accept any responsibility for delay in your flights. However, in the event of flight delays we will try to minimise the inconvenience to you so far as possible, practical and appropriate in the circumstance prevailing at the time. However in the majority of cases the airline will arrange extra meals in the event of delay.

(7) Please remember that some amenities (e.g. lifts, swimming pools, etc) require servicing or cleaning and we cannot therefore guarantee that they are always available. Some services may also be affected by weather conditions and their availability is entirely at the discretion of the provider of the service. Entertainment provided by hotel is frequently subject to demand and its nature and/or frequency may vary if there is a lack of demand or insufficient number staying at the hotel.

(8) If you or any member of your party suffers illness, injury or death, through misadventure, as a result of an activity which does not form part of your contracted holiday arrangements, we will provide you with all reasonable assistance. This assistance may include our making a contribution towards your initial legal costs in taking action against the person(s) responsible providing you request this within 30 days of the incident in question. All assistance (financial or otherwise) is subject to our reasonable discretion and a maximum total cost to us of £500 per booking form. If you are entitled to have any costs and expenses arising from such an incident met by or from any insurance policy or if you obtain a costs order against anyone in relation to the incident, you must repay the costs of expenses we spent in assisting you.