

BOOKING CONDITIONS

We Live to Xplore Ltd. act only as an agent in respect of all bookings we take and/or make on your behalf.

When making your booking we will arrange for you to enter into a contract with the applicable supplier(s) of the arrangements concerned. Your booking with Live to Xplore Ltd. ('we' or 'us' or 'our') is subject to these Agency Terms and Conditions together with our privacy policy and any other written information we brought to your attention before your booking is confirmed as well as the specific booking conditions of the relevant supplier(s) you contract with. You are advised to read all these documents carefully prior to booking. The supplier's terms and conditions may limit and/or exclude the supplier's liability to you. Copies of applicable conditions are available on request from us.

In these Booking Conditions references to "you" and "your" include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is transferred.

By ticking the relevant box on the booking pages on the website, you agree that:-

- a. you have read these terms and conditions and the terms and conditions of all applicable suppliers and agree to be bound by them;
- b. you consent to our use of your information in accordance with our Privacy Policy;
- c. you consent to the use of tracking technology as disclosed to you in our Privacy Policy; and
- d. you are over 18 years of age and where placing an order for services with age restrictions you declare that you and all members of your party are of the appropriate age to purchase those services.

1. Booking and payment In order to confirm your chosen arrangements, you must pay a deposit as required by the supplier of the arrangements in question (or full payment if booking within 12 weeks of departure). You must also pay all applicable insurance premiums and booking fees. Your booking is confirmed and a contract between you and the supplier will exist when we send you confirmation on their behalf.

Please check your confirmation carefully and report any incorrect or incomplete information to us immediately. Please ensure that names are exactly as stated in the relevant passport. As we act only as booking agent, we have no responsibility for any errors in any documentation except where an error is made by us.

If you have paid a deposit, you must pay the full balance by the balance due date notified to you. If full payment is not received by the balance due date, we will notify the supplier who may cancel your booking and charge the cancellation fees set out in their booking conditions.

Payment may be made by credit or debit card. Credit Card fees of 2% plus VAT are payable on all bookings made through us.

Except where otherwise advised or stated in the booking conditions of the supplier concerned, all monies you pay to us for arrangements will be held on behalf of the supplier(s) concerned.

2. Prices We reserve the right to amend advertised prices at any time. We also reserve the right to correct errors in both advertised and confirmed prices. **Special note: changes and errors sometimes occur. You must check the price of your chosen arrangements at the time of booking.**

3. Insurance You are strongly recommended to take out personal travel insurance for all members of your party. Some suppliers require that you do so. It is your responsibility to ensure that the insurance you purchase is adequate and appropriate for your particular needs. Please read your policy details on receipt and take them with you on holiday.

4. Special requests If you have any special requests (for example dietary requirements, cots or room location), please let us know at the time of booking. We will pass on all such requests to the supplier, but we can't guarantee that they will be met and we will have no liability to you if they are not.

5. Changes and Cancellations by you Any cancellation or amendment request must be sent to us in writing, by email, fax or post, and will take effect on the day we receive it. Proof of posting is not proof of receipt, therefore you are advised to also confirm all changes to us by telephone. Please ensure that you have received written confirmation of any changes to your booking prior to travel. Whilst we will try to assist, we cannot guarantee that such requests will be met. Amendments and cancellations can only be accepted in accordance with the terms and conditions of the supplier of your arrangements. The supplier may charge the cancellation or amendment charges shown in their booking conditions (which may be as much as 100% of the cost of the travel arrangements and will normally increase closer to the date of departure). In addition you must pay us an administration fee of £25.00 per person for any amendments to bookings. You will be notified of the exact charges at the time of amendment or cancellation.

6. Changes and Cancellations by the Supplier We will inform you as soon as reasonably possible if the supplier needs to make a significant change to your confirmed arrangements or to cancel them. We will also liaise between you and the supplier in relation to any alternative arrangements offered by the supplier but we will have no further liability to you.

7. Accuracy - We endeavour to ensure that all the information and prices on our website are accurate, however occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the arrangements that you wish to book before your booking is confirmed.

8. Our responsibility for your booking Your contract is with the supplier and its booking conditions apply. As agent, we accept no responsibility for the actual provision of the arrangements or for the acts or omissions of any supplier(s) or other person(s) or party(ies) connected with any arrangements. Our responsibilities are limited to making the booking in accordance with your instructions. We accept no responsibility for any information about the arrangements that we pass on to you in good faith. However, in the event that we are found liable to you on any basis whatsoever, our maximum liability to you is limited to twice the cost of your booking (or the appropriate proportion of this if not everyone on the booking is affected). We do not exclude or limit any liability for death or personal injury that arises as a result of our negligence or that of any of our employees whilst acting in the course of their employment.

9. Visa, passport and health requirements. It is your responsibility to fulfill the passport, visa and other immigration requirements applicable to your itinerary. We can provide general information about the passport and visa requirements for your trip. Your specific passport and visa requirements and other immigration requirements for you and your party are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We can also provide general information about any health formalities required for your trip but you should check with your own doctor for your own specific circumstances. We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities. You agree to indemnify us in relation to any costs which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities.

Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year, you should check with the Embassy of the country you are visiting.

Special conditions apply for travel to the USA, and all passengers must have individual machine readable passports. Please check www.usembassy.org.uk

For further information contact the Passport Office on 0870 5210410 or visit www.passport.gov.uk

The Foreign and Commonwealth Office (FCO) provide up to date information on safety issues worldwide, visit www.fco.gov.uk/knowbeforeyougo

Non British Citizens, including other EU nationals, should contact the Embassy, High Commission or Consulate of your destination, for up to date advice on passport requirements.

10. Complaints Because the contract for your arrangements is between you and the supplier, any queries or concerns should be addressed to them. If you have a problem whilst on holiday, this must be reported to the supplier or their agent immediately. If you fail to follow this procedure there will be less opportunity for the supplier to investigate and rectify your complaint. The amount of compensation you may be entitled to may therefore be reduced or extinguished as a result. If you wish to complain when you return home, write to the supplier. You will see their name and contact details in any confirmation documents we send you.

11. Financial Protection Many of the suppliers that we act for offer protection for your monies. This means that, if in the unlikely event of their insolvency your accommodation can't be provided, you will receive your money back or, if your stay has started, arrangements will be made for you to be able to continue as planned. See the supplier's booking conditions for details.

12. Law and Jurisdiction These terms are governed by English law and the courts of England and Wales have jurisdiction (unless you live in Scotland or Northern Ireland, in which case you can bring proceedings in your local court under Scots or Northern Irish law, as applicable.)

13. Accommodation Ratings and Standards. All ratings are as provided by the relevant supplier. These are intended to give a guide to the services and facilities you should expect from your accommodation. Standards and ratings may vary between countries, as well as between suppliers. We cannot guarantee the accuracy of any ratings given.

14. Documentation & Information All descriptions and content on our website or otherwise issued by us is done so on behalf of the supplier(s) in question are intended to present a general idea of the services provided by the supplier(s) in question. Not all details of the relevant services can be included on our website. All services shown are subject to availability. If you require any further details, in respect of any accommodation or any other services please contact us.