

# Luxury Travel Studio Limited

## Agent Booking Terms and Conditions

These terms and conditions will apply to all bookings made through Luxury Travel Studio Limited, registered at c/o Accrida Ltd, Regus House, Admirals Park, Victoria Way, Dartford, DA2 6QD under company number 11405097 (“we”, “our” and “us”) on or after 08/01/21. For bookings made before this date, please refer to: <https://www.barrheadtravel.co.uk/media/26852/barrhead-travel-booking-conditions-17-sep-2020.pdf>

**IMPORTANT:** We act as agent only. This means that whilst these terms and conditions will apply to your booking, your contract for the travel services you book through us will be with the tour operator or other principal(s) who provide these travel services direct (see paragraph 1 for more information).

In these terms and conditions, references to “you” and “your” are to you and any persons included in your booking party (or anyone added to or transferred to your booking).

As an agent, we apply agent fees in the circumstances listed in paragraph 12 of the terms and conditions. These are payable in addition to any fees/costs payable to the tour operator/principal that you are contracting with.

### 1. Contractual Arrangements/Our Responsibility

- 1.1. When you make a booking through Luxury Travel Studio, you are entering into a contract directly with the tour operator/principal who provide your holiday arrangements. We will name these in the itineraries, confirmations and/or receipt(s) that we provide you with.
- 1.2. As agent we accept no responsibility for the acts or omissions of the tour operator/principal or for the services that they provide (our responsibility is limited to making your booking in line with your specific instructions). These responsibilities rest with the respective tour operator/principal. Their specific terms and conditions will apply to your booking and we recommend that you read these carefully as they contain important information about your booking (including, but not limited to, your cancellation rights and associated charges, the circumstances in which you can make changes to your package booking and the scope of their liability to you). If you do not have a copy of these, you can access these on their websites or by requesting them from us by writing to [helen@luxurytravelstudio.com](mailto:helen@luxurytravelstudio.com)

**Note 1:** we accept no liability for any information passed on to you in good faith.

**Note 2:** in the event that we are found liable to you, our liability is limited to two times the cost of your booking except in cases of personal injury/death that arises from our negligence.

- 1.3. The travel arrangements which are sold through us are not an offer by us to sell any travel arrangements, but instead are an invitation to you to make an offer to the tour operator/principal of the arrangements. You accept that we can accept or reject your offer on behalf of those tour operators/principal.

### 2. Booking Arrangements

- 2.1. If you have any special requests, medical conditions/disabilities or special requirements, please ensure that you inform us of these before you make a booking through us. We will bring these to the tour operator/principals’ attention. Please note that it may not be possible for the tour operator/principal to meet any special requests that you make and certain packages organised by them may not be suitable for certain conditions/disabilities. This means that the tour operator/principal may not be able to accept your booking. Please refer to the tour operator/principals’ terms and conditions for further information regarding special requests, medical conditions/disabilities and special requirements.
- 2.2. We will provide you with the details of your proposed booking for you to review. Please ensure that any names provided to us for your proposed booking are identical to the relevant passport(s) for all persons included in your booking.

2.3. We will ask you to confirm which itinerary you would like to choose and once you have provided us with this information, we will ask you to sign off on the itinerary, then collect any necessary payment details so that we can proceed to confirm the booking with the tour operator/principal. **Note:** it is possible that the tour operator/principal may change the price of the package holidays they sell at any time prior to you confirming a booking with them. There may also be other (limited) situations where they may be permitted to change the price after you have booked – please refer to their specific terms and conditions for further information.

2.4. We ask that you review all names, dates and timings are correct when you receive any documents and advise us of any errors immediately. If you need to make any changes, the tour operator/principal will charge you any standard amendment or cancellation charges as detailed in their terms and conditions.

### 3. Paying for your Booking

3.1. When you confirm your booking, you will be required to pay a deposit or pay the full balance. This will be determined by the tour operator/principal that you have contracted with and we will confirm what this is before you make your booking. If, when you book, you only have to pay an initial deposit, you will be required to pay the remaining balance by the balance due date (we will confirm what this is to you).

**Note 1:** if you do not pay the remaining balance by the balance due date, we will inform the tour operator/principal. They may cancel your booking and charge the cancellation fees set out in their respective terms and conditions.

**Note 2:** We will take your payment details and pass these to the tour operator/principal to process. Once they have taken payment, the tour operator/principal will pass their confirmation documents to us, including your booking confirmation, which we will send to you.

### 4. Insurance

4.1. Most tour operators/principals make it a condition of your contract with them for you to have adequate travel insurance in place before you book with them. Where this is required, their terms and conditions will specify this. In any event, we recommend that you arrange to have a travel insurance policy in place that covers you for the cost of cancellation by you; the cost of assistance (including repatriation) in the event of accident or illness; loss of baggage and money; and other expenses that is in place before you make your booking. Having adequate travel insurance in place is your sole responsibility and we shall not have any liability to you for any consequences which may arise as a direct result of your failure to have adequate travel insurance cover in place.

### 5. Changes and Cancellations

#### Changes and Cancellations Made by You

5.1. If, for any reason, you wish to make any changes to, or cancel your booking, you must let us know in writing as soon as possible. Your request will take effect once it has been received by us and we will pass your request to your tour operator/principal.

5.2. If you request to change or cancel your booking, the tour operator/principal will charge you any standard amendment or cancellation charges as detailed in their terms and conditions, which could be up to 100% of the cost of your travel arrangements.

#### Changes and Cancellations Made by the Tour Operator/Principal

5.3. If the tour operator/principal that is providing your travel arrangements needs to make changes to, or cancel your booking, we will inform you as soon as reasonably possible. We can also assist you to communicate any choices that you make which may become available to you via the tour operator/principal. **Note:** we shall have no liability to you for any cancellations or changes that are made by the tour operator/principal.

## 6. Financial Protection

6.1. All the package holidays we sell, as agent, to you are financially protected by the tour operator/principal, who are your package organiser. When you buy an ATOL protected flight or flight inclusive holiday through us you will receive an ATOL Certificate, issued by the tour operator/principal, which will confirm:

- 6.1.1. what is financially protected,
- 6.1.2. details on what this means for you; and;
- 6.1.3. contact details for who to contact if your tour operator/principal becomes insolvent.

**Note:** if you buy single travel services through us (or non-packages) these travel services will not have the same protection as a package holiday and will not be financially protected.

## 7. Passports, Visas and Health Requirements

- 7.1. Specific passport, visa and health requirements, and other immigration requirements are your sole responsibility. Please confirm these with the applicable Embassies and/or Consulates. You can also find further information by visiting <https://www.gov.uk/foreign-travel-advice> (where you can also find the latest travel advice) or by contacting the Passport Office on 0300 222 0000.
- 7.2. Most countries require passports to have a minimum of 6 months left after your date of return. Therefore, we request that you have at least 6 months validity on passports post return from your trip. If your passport is in its final year, you should check with the Embassy of the country you are visiting.
- 7.3. Please check your specific requirements (including, but not limited to, your immunisation records) with your GP, a practice nurse, a pharmacist or travel health clinic against the requirements of the country/countries you are visiting at least 8 weeks prior to travelling. For more information on vaccinations visit the National Travel Health Network Centre <http://nathnac.net/>.
- 7.4. **IMPORTANT:** neither we nor the tour operator/principal accept any responsibility if you are unable to travel due to your failure to comply with any passport, visa, health or other immigration requirements as set out in this paragraph 7.

**Note 1:** passport, visa and health requirements, and other immigration requirements may change at any time before your departure date, so it is essential that you always stay up to date before you travel.

**Note 2:** If you have an existing European Health Insurance Card (EHIC) it will remain valid until it expires in most EU countries. If you do not have an existing EHIC, or if your EHIC is due to expire, you can apply for a UK Global Health Insurance Card (GHIC) provided your healthcare is paid for by the UK and you are a UK or Irish citizen living in the UK. Please visit <https://www.ghic.org.uk/Internet/startApplication.do> for more information. However, please note that existing EHICs and GHICs will not be valid in Norway, Iceland, Liechtenstein and Switzerland, but you may be able to apply for a UK-issued EHIC if you are travelling to these countries and meet the conditions for obtaining one. It is essential that you check the validity of your EHIC/GHIC before you travel and that you ensure that your travel insurance policy provides you with adequate health protection as set out in paragraph 4 above.

## 8. Booking Documents

- 8.1. If any booking documents need to be posted to you, we will send these via post to the address of the lead person making the booking. However, most booking documents (including invoices/tickets/booking confirmations/itineraries) are in electronic format and will be e-mailed to the lead person making the booking. Once documents have been sent to you (which will be once they leave our offices) we will not be responsible for their loss unless it is due to our negligence.
- 8.2. If tickets or other documents need to be reissued, all costs must be paid by you (unless the exception in paragraph 8.1 above applies).

## 9. Before you Travel

9.1. It is vital that you ensure you have your travel, passport, visa and insurance documents in order and to hand before your holiday departure date. Please also ensure that you check in online prior to departure of your outbound and inbound flights, where appropriate, or alternatively arrive for airport check in with plenty of time to spare.

**Note:** some airlines require you to reconfirm your flight with them prior to departure. If you do not do this, you may not be accepted to board the aircraft and you are unlikely to receive any refund.

## 10. Data Protection

10.1. The booking information (including sensitive personal information disclosed to us – e.g. including, but not limited to, information of any disability, religious or dietary requirements you have) that you provide to us will be passed on only to the relevant tour operator/principal of your accommodation or event, or other persons necessary for the provision of these). This means that your personal information may be provided to public authorities (including customs or immigration if required by them), as required by law or to credit checking companies.

10.2. In making this booking, you consent to this information being passed on to the relevant persons. Certain information may also be passed on to security or credit checking companies.

10.3. If you are travelling to the USA your data will also be passed to US Customs and Border Protection as part of the USA's mechanism for stopping terrorism and serious crimes.

10.4. If we are unable to pass your booking information as described in this paragraph 10, it will not be possible to complete your booking.

10.5. Full details of our data protection policy are available at:  
<http://luxurytravelstudio.com/wp-content/uploads/2021/02/Privacy-Policy-HT-08.02.2021.pdf>

## 11. Complaints

11.1. Any queries or complaints that you may have regarding your booking should be directed to the tour operator/principal direct (or their local suppliers). This is because your contract is with them and they are responsible for providing the services to you. However, if you would prefer, you can pass your queries or any complaint you may have to us and we will forward these to the tour operator for their consideration/action.

11.2. You should report any issues that you encounter during the performance of the travel service(s) you have booked with the tour operator/principal to them as soon as possible so that they can investigate and rectify this for you. If you do not follow this process, it may affect your rights against the tour operator/principal. However, if you would prefer, you can report any issues to us whilst you are on holiday and we will forward this information to the tour operator for their consideration/action.

11.3. If you need to follow up a complaint made or to make a complaint when you return home, you must write to the tour operator/principal direct. Their contact details will be included in your booking confirmation and will be detailed in their terms and conditions. Where possible, we can assist you in contacting the tour operator/principal.

## 12. Our Charges

12.1. In making your booking through us, we apply the following agent fees, which are non-refundable. These service charges are payable in addition to any fees that you are required to pay to the tour operator/principal:

### **Service Requested**

Locating appropriate tour operator/principal and providing you with details of the packages that they offer (tailor made itinerary planning)

### **Our Charges**

Fee to be confirmed to you before you instruct us, which will be per person

**Note:** if you decide to make a booking through us we will deduct this fee from the total price of your holiday.

## **13. Other Considerations**

### Pre-Booking of Airline Seats

- 13.1. It is becoming common practice for airlines to apply a charge for pre-booking seats. For up to date details regarding seating, baggage and general information please refer to your airline website.  
**Note:** seat selections are not binding as per the Airline's Conditions of Carriage

### Rep Service

- 13.2. In resort rep service is not always included/available.

### Car Hire

- 13.3. If you are booking car hire please ensure that all drivers take a clean driving licence and the lead driver holds a valid major credit card which will be required, on collection of the car, to take a pre-authorisation payment to cover the insurance excess. Please note age restrictions are applicable in some destinations.
- 13.4. It is likely that you will also need an international driving permit for each of the countries you intend to drive in. Please refer to <https://www.gov.uk/driving-abroad/international-driving-permit> where you can check this and find further information.

### COVID-19 and Similar Contagion

- 13.5. You acknowledge that certain circumstances may impact on your holiday booking with the tour operator/principal. This includes, but is not limited to, the on-going COVID-19 pandemic and any similar contagion. The effects of COVID-19 (or other similar contagion or associated restrictions, events and government/public authority actions) may mean that travel to/from your destination as well as certain services and facilities at destination may be affected and/or different to those normally expected, sometimes with little or no advanced notice.
- 13.6. You accept your obligations to comply with all guidance/laws put in place by governments or local authorities in the UK (including the latest travel advice put in place by the Foreign Commonwealth and Development Office ("FCDO") available at <https://www.gov.uk/foreign-travel-advice>) and whilst you are on holiday.
- 13.7. It is essential that you declare to the tour operator/principal with whom you have contracted if, within 14 days of your departure date, you:
- 13.7.1. start to show symptoms of COVID-19 (or other similar contagion) or have a confirmed case;
  - 13.7.2. have been exposed to someone with symptoms of, or confirmed to have, COVID-19 (or similar contagion); and/or
  - 13.7.3. are notified by the UK's Track and Trace (or equivalent) that you need to self-isolate.

Alternatively, you can inform us of any of the situations above and we will pass this information to the tour operator/principal.

**Note:** if you cannot travel because you have to self-isolate/quarantine or because of restrictions or other controls that are in place and local/applicable to you and this means that you have to cancel your

booking, the tour operator/principal will apply their standard cancellation charges as set out in their terms and conditions which form the terms of your contract with them.

13.8. We recommend that you follow any travel advise issued by the FCDO, but in the event that you wish to travel against this you must ensure that your travel insurance will remain valid. Both we and the tour operator/principal may require you to sign a declaration where you chose to travel against FCDO advice.

13.9. Please ensure that you pay particular attention to any references in the tour operator/principal's terms and conditions to COVID-19 (or similar), the impact this may have on your holiday arrangements, the position in respect of you testing positive for COVID-19 and if you are required to quarantine/self-isolate.

#### **14. Law and Jurisdiction**

14.1. These agent booking conditions are governed by English Law and the exclusive jurisdiction of the English Courts. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you live there and wish to do so.

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