

Loch Lomond Travel Services Ltd

Booking Terms and Conditions

These Booking Terms and Conditions set out the agreement between:

Loch Lomond Travel Services Ltd

Company number: SC779291

Registered office: 99 Earnhill Road, Larkfield Industrial Estate, Greenock, United Kingdom, PA16 0EQ

and you, the lead passenger who makes a booking with us, and all persons on whose behalf the booking is made.

By making a booking with us you agree to be bound by these Terms and Conditions on behalf of yourself and all members of your party.

1. Definitions

In these Terms and Conditions:

"Company", "we", "us", "our" means Loch Lomond Travel Services Ltd.

"You", "your", "lead passenger" means the person making the booking and accepting these Terms and Conditions on behalf of all passengers named on the booking.

"Holiday", "break", "trip", "tour" means any holiday, short break, day trip, cruise or travel arrangement booked with us.

"Supplier" means any third party who provides transport, accommodation, cruises, excursions or any other service that forms part of your holiday.

2. The Contract

2.1 A contract comes into existence when we issue a booking confirmation to you, at which point these Terms and Conditions will apply in full.

2.2 The contract is between Loch Lomond Travel Services Ltd and the lead passenger. The lead passenger is responsible for: Ensuring that all information provided at the time of booking is accurate and complete; Ensuring that all members of the party are aware of and comply with these Terms and Conditions; Making all payments due in respect of the booking.

2.3 Any brochures, website content or advertisements are for information only and do not form part of the contract. They are an invitation to treat and not a binding offer. Only the details shown on your booking confirmation are contractually binding.

3. Online and Telephone Bookings

3.1 When you book online you will be asked to confirm that you have read and accepted these Terms and Conditions. By ticking the relevant box and completing payment, you confirm that you have done so, and that you have authority to accept them on behalf of everyone in your party.

3.2 For telephone bookings, our staff will inform you that these Terms and Conditions apply and are available on our website. Proceeding with the booking confirms acceptance of them.

3.3 Once payment has been processed, you will receive a booking invoice and confirmation. If requested by email, you should receive this within 24 hours. If requested by post, you should receive this within 5 working days.

3.4 It is your responsibility to check your booking confirmation carefully and ensure all details are correct, including: Passenger names (as per passport where applicable); Room type and allocation; Departure date and duration; Pick up point; Price and any extras. If you do not receive your booking confirmation within the timeframes above, or if any details are incorrect, you must contact our office promptly so that corrections can be made. Failure to do so may affect your rights later.

4. Prices, Brochures and Fluid Pricing

4.1 Prices and availability in our brochures, on our website or in any advertisements are correct at the time of publication but may change at any time before your booking is confirmed.

4.2 We operate a fluid pricing strategy. This means that the price of a holiday may vary depending on demand, seasonality, dates, availability and other factors. It is common practice in the travel industry and allows us to keep prices competitive.

4.3 The price offered to you at the time of booking and accepted by you is fixed for that booking. After your booking is confirmed: Your price will not increase if the holiday later becomes more expensive; Your price will not decrease if the holiday is later discounted or promoted at a lower price for new bookings. No retrospective refunds or discounts will be given in these circumstances.

4.4 Any obvious pricing errors that are clearly a mistake (for example, a £399 tour accidentally shown as £39) may be corrected by us. If this happens after you have booked, you will be given the choice of paying the correct price or receiving a full refund.

5. Deposits, Balances and Payments

5.1 To secure your holiday you must pay a non refundable deposit. Deposit levels may vary depending on the specific Holiday or where tickets or special admissions are included.

5.2 Standard deposit guidelines: 2-3 days UK/Ireland & Europe £35; 4-5 days UK £45, Ireland & Europe £50; 6+ days UK £60, Ireland & Europe £65. Some Holidays, especially those including tickets, events, concerts or special admissions, may require a higher deposit which will be advised at the time of booking.

5.3 Deposits are strictly non refundable under all circumstances, except in the case of cancellation by us (see Section 14).

5.4 The balance of your holiday must be paid no later than 42 days before departure unless otherwise stated on your confirmation. We are not obliged to send a reminder, although we will usually try to contact you if the payment date is missed.

5.5 If the balance is not received by the due date, we reserve the right to treat the booking as cancelled by you and apply the appropriate cancellation charges (see Section

13).

5.6 Where payment is later reversed or disputed by your bank or card provider (for example via chargeback), your booking may be cancelled and you will be liable for any resulting cancellation charges. We reserve the right to recover any costs incurred in pursuing outstanding amounts.

6. Invoice by Post Fee

6.1 To help keep overall holiday prices as low as possible for all customers and reduce administrative costs, a £1 fee will be charged if you choose to receive your invoice by post.

6.2 Email invoices are free of charge and are our preferred method of communication for reasons of speed, cost and environmental impact.

7. Children, Infants and Child Prices

7.1 Children are welcome on most of our Holidays unless otherwise stated. Some Holidays, particularly certain cruises or adult themed breaks, may be restricted to guests aged 18 or over.

7.2 Children aged 2 to 12 years inclusive may qualify for a child reduction on selected Holidays. The level of reduction will vary and will be shown on the specific tour information.

7.3 Infants under 2 years old travel free of charge provided they do not occupy a separate coach seat. An infant seat may be reserved on payment of a small charge. Please ask at the time of booking.

7.4 Any requests for cots or special arrangements for infants at your accommodation must be made at the time of booking and are subject to availability from the hotel.

7A. Single Room Supplements

7A.1 Single rooms are available on selected Holidays, subject to availability. Where a single room is requested, a single room supplement will apply.

7A.2 The amount of the single room supplement may vary depending on the hotel, destination, duration of the Holiday and the terms set by the accommodation Supplier. The applicable supplement will be advised at the time of booking and will form part of the total booking price.

8. Transportation and Departure

8.1 We may operate coach travel ourselves or act as an agent for a third party transport provider. Where we act as an agent, the transport provider will be responsible for the performance of its service and their conditions of carriage will apply in addition to our own.

8.2 We reserve the right to substitute the carrier, coach, vehicle type or route where this is necessary for operational reasons, provided that we endeavour to maintain a comparable standard of service.

8.3 Departure times and pick up points will be shown on your travel information. It is your responsibility to be at your allocated departure point at least 20 minutes before the stated departure time.

8.4 If you miss your departure for any reason, you will be responsible for making and paying

for your own alternative travel arrangements. No refunds or compensation will be payable for missed departures.

8.5 We operate reserved seating on our coaches wherever possible and will confirm your seat numbers before travel or on boarding. However, for operational reasons we may occasionally need to change seat allocations or vehicle configurations. In such cases we will do our best to offer similar seating but cannot guarantee specific seats.

8.6 We are not liable for delays, missed connections or curtailments caused by traffic, weather, mechanical breakdown, route closures, police incidents or other circumstances beyond our control (see Section 20).

9. Luggage

9.1 Luggage is carried on our vehicles at your own risk. We accept no responsibility for loss of, or damage to, luggage or personal belongings, whether in transit, at the hotel or otherwise, unless caused by our negligence.

9.2 There is no strict limit on the number of items of luggage you may bring, but we recommend a maximum of 20 kg per item to ensure safe handling and storage. For health and safety reasons, our staff and drivers may refuse to load excessively heavy or bulky items.

9.3 You must not carry any hazardous, illegal or prohibited items in your luggage. Any cost, loss or damage arising from the carriage of prohibited items will be your responsibility. We strongly recommend that you take out travel insurance which covers loss, theft or damage to luggage and personal belongings.

10. Special Requirements, Disabilities and Mobility

10.1 Please inform us at the time of booking if you or any member of your party has: Reduced mobility or difficulty with stairs; A medical condition that may affect travel; Special dietary requirements; Any other specific needs or requests.

10.2 We will pass on reasonable requests to our Suppliers and will do our best to assist, but special requests cannot be guaranteed and do not form part of the contract. Failure to meet a special request will not in itself be a breach of contract.

10.3 For guests with severe walking difficulties we recommend that, where possible, seats towards the front of the coach are requested. Particular seats cannot be guaranteed.

10.4 We do not have facilities on our coaches or at our hotels to assist passengers who are fully wheelchair bound where independent transfer on and off the coach is not possible. It is the passenger's responsibility to ensure that they can safely board and alight the coach with or without assistance from their travelling companion.

10.5 Mobility scooters: We will accept mobility scooters that meet all of the following conditions: Non spillable sealed lead acid, dry cell, gel cell or lithium batteries only; Strictly no wet cell batteries; Only one scooter per tour, accepted on a first come first served basis; The scooter must be a travel collapsible model; Maximum weight not exceeding 22 kg; Dimensions when folded must not exceed Height 74 cm, Depth 120 cm.

10.6 The make, model, weight and dimensions of the scooter must be provided at the time of booking, and carriage must be pre authorised by our office. Written confirmation will be issued and must be carried with you. If prior authorisation has not been obtained or confirmation is not presented, carriage of the scooter may be refused.

10.7 It is your responsibility to ensure that any medical, mobility or other condition is fully considered when choosing a Holiday. We will offer general advice regarding suitability, but we accept no liability where information about an illness, disability or mobility issue was not disclosed to us at the time of booking.

10.8 If a customer fails to disclose a relevant medical or mobility condition that affects the safe operation of the Holiday, we reserve the right to refuse travel or require that person to leave the tour, with no refund or compensation.

11. Changes Requested by You

11.1 If you need to make changes to your booking such as passenger names or pick up points, you must contact us no later than 7 days before departure.

11.2 An administration fee of £10 per person will apply for each amendment, plus any additional costs or charges imposed by our Suppliers.

11.3 If you wish to change to a different Holiday or departure date, this will usually be treated as a cancellation of your original booking and the relevant cancellation charges (Section 13) will apply, followed by a new booking.

12. Transferring Your Booking to Another Person

12.1 If, due to unforeseen circumstances, you are unable to travel, you may request to transfer your booking to another person, provided that: You notify us as early as possible and at least 7 days before departure; The new passenger meets all conditions of travel (for example, passport, visa or insurance requirements); All Suppliers accept the name change and their charges, if any, are paid.

12.2 We will charge a £10 administration fee to amend the booking, in addition to any costs or charges imposed by Suppliers.

12.3 For cruise bookings, stricter rules may apply and name changes may not always be possible. See Section 19.

13. Cancellation by You

13.1 You may cancel your Holiday at any time by contacting us. Cancellation must be made by the lead passenger.

13.2 Because we incur costs in processing and confirming your booking, the following cancellation charges will apply, based on the number of days before departure that we receive your written cancellation: 42 days or more before departure: Loss of deposit only; 31 to 41 days before departure: 30% of total cost; 22 to 30 days before departure: 50% of total cost; 8 to 21 days before departure: 75% of total cost; 7 days or less before departure: 100% of total cost.

13.3 Certain Holidays, such as cruises and some ticketed events, may be subject to

stricter non refundable terms. Where this applies it will be explained at the time of booking and stated on your confirmation.

13.4 All deposits are non refundable. If the cancellation charge is lower than the deposit, the full deposit remains payable.

13.5 We strongly recommend that all passengers take out adequate travel insurance to cover cancellation costs due to illness, accident or other unforeseen circumstances.

14. Minimum Numbers and Cancellation by Us

14.1 All Holidays are organised on the basis that a minimum number of passengers will travel. If this minimum number is not reached, we may need to cancel the Holiday.

14.2 In the unlikely event that we cancel a Holiday due to insufficient numbers, we will notify you no later than 7 days before departure wherever possible.

14.3 If we cancel for this reason you will be offered: An alternative Holiday or date of a similar standard, if available, or a full refund of all monies paid to us for that Holiday.

14.4 Our liability in these circumstances is limited to a refund of the price paid to us. We are not responsible for any additional costs you may have incurred, such as travel to the departure point, insurance premiums or any other costs not paid directly to us.

14.5 We may also cancel a Holiday in the event of circumstances beyond our control (see Section 20).

15. Changes Made by Us

15.1 We reserve the right to make non significant changes to your Holiday where necessary. Examples include, but are not limited to: Minor changes to departure times; Changes to seat numbers or vehicle type; Changes to the order of visits or excursions; Substitution of a hotel with another of similar standard.

15.2 Where such a change is necessary, we will notify you as soon as reasonably possible by email or telephone. These changes will not entitle you to cancel without charges or to receive compensation.

15.3 If we are required to make a significant change, such as: Change of main resort area; Change to a hotel of noticeably lower standard; Change of departure date; you will be offered the choice of: Accepting the change, or transferring to another available Holiday, paying any difference in price, or cancelling and receiving a full refund of monies paid to us.

15.4 Compensation is not payable where changes are caused by circumstances beyond our control.

16. Complaints and Service Issues

16.1 We want you to enjoy your Holiday and most of our customers travel without issue. However, if you experience any problem during your stay you must: Immediately report the issue to the hotel reception so that they have an opportunity to rectify it; If the issue is not resolved, ask to speak to a senior hotel manager; If you still feel the issue has not been resolved, contact Loch Lomond Travel's office as soon as possible during your

Holiday so that we can liaise with the hotel or Supplier on your behalf.

16.2 If your complaint relates to coach travel, speak to your coach driver as soon as possible so they have a chance to correct any deficiency.

16.3 It is far easier to resolve issues while you are still away. If you do not give the hotel, the driver and Loch Lomond Travel the opportunity to put matters right during your stay, this may affect your right to compensation later.

16.4 If, after your return, you remain dissatisfied, you must put your complaint in writing to our office by letter or email within 28 days of returning from your Holiday. Please include your booking reference, travel dates and full details of the issue.

16.5 We aim to reply to written complaints within 28 days of receipt. In some cases it may take longer if we are awaiting responses from our Suppliers.

16.6 We are unable to fully investigate or consider complaints that were not reported to the hotel management or to Loch Lomond Travel during your stay unless there was a valid reason why this was not possible.

17. Behaviour, Conduct and Damage

17.1 We expect all passengers to behave in a reasonable, respectful and safe manner towards fellow passengers, staff, drivers, hotel employees and any other persons encountered during the Holiday.

17.2 If, in our reasonable opinion or that of any Supplier, you or any member of your party behaves in a way that is likely to: Cause offence, distress or danger to others; Cause damage to property; or seriously disrupt the enjoyment of others; we reserve the right to: Refuse you boarding or continued travel, and/or terminate your Holiday immediately.

17.3 If your Holiday is terminated for misconduct: Our obligations under the contract will cease immediately; No refunds or compensation will be payable for any unused services; You will be responsible for any costs incurred in making alternative arrangements to return home.

17.4 You are liable for any damage or loss caused by you or any member of your party to vehicles, hotels or other property. The cost of repair or replacement must be paid directly to the Supplier or to us and may be recovered from you if not paid at the time.

17.5 We reserve the right to refuse future bookings from passengers who have been removed from a Holiday due to unacceptable behaviour.

18. Stag and Hen Parties

18.1 As many of the hotels we use are family focused, we are not able to accept stag or hen party bookings without prior notice and approval.

18.2 If a booking is made online and you fail to advise at the time of booking that it is a stag or hen party, the hotel may refuse entry on arrival. In such circumstances: No refunds will be given; We will have no further liability for costs or losses incurred.

19. Advertised Facilities and All Inclusive Breaks

19.1 Leisure facilities, such as swimming pools, gyms, spas or entertainment, are often provided by the hotel or Supplier and may sometimes attract an extra charge. These facilities may occasionally be unavailable due to maintenance, seasonal factors or local operational decisions. This does not constitute a significant change to your Holiday.

19.2 On all inclusive breaks, UK licensing legislation and the Licensing (Scotland) Act 2005 restrict unlimited alcoholic drink promotions.

19.3 Most all inclusive breaks will therefore include: A maximum number or value of alcoholic drinks per guest per day, and a voucher or bar credit system used to control entitlement.

19.4 Drinks included are usually house brands or similar and will be confirmed on arrival.

19.5 For hotels in Scotland, in line with the Licensing (Scotland) Act 2005, the supply of alcoholic drinks as part of an inclusive package is not unlimited. Subject to our discretion in cases of drunkenness, patrons on Scottish all inclusive packages will normally be permitted a maximum of £15 worth of alcoholic drinks per day as part of the package.

20. Day Trips

20.1 Day trips must be paid in full at the time of booking. There are no deposit options for day trips.

20.2 Payments for day trips are non refundable, and not transferable to any other date. We may, at our discretion, be able to facilitate a name change if you are unable to travel, subject to any charges and a £10 administration fee.

20.3 Day trip itineraries and timings are subject to traffic conditions, weather and other operational factors. We may need to shorten, adjust or vary the itinerary on the day. Refunds or compensation will not be payable for such changes where they arise from circumstances beyond our control.

20.4 For the avoidance of doubt, a 'day trip' consists of any trip that departs to return home on the same date it begins.

21. Cruise Bookings

21.1 Cruise bookings are subject to different and stricter terms and conditions than our standard coach Holidays.

21.2 All cruise bookings are typically non refundable and non transferable, except where the cruise company permits otherwise. Unless expressly stated otherwise on your booking confirmation, the full balance for a cruise booking must be paid no later than 100 days before departure. Deposits and any earlier payment deadlines required by the cruise operator will be advised at the time of booking.

21.3 The conditions of carriage and booking terms of the cruise operator will apply in addition to our own and may take precedence in case of conflict.

21.4 In some cases we may be able to facilitate name changes if you are unable to travel, but this is not guaranteed and may be subject to significant fees. You will be advised at the time of booking if this is possible.

21.5 We strongly advise all passengers booking cruises to take out comprehensive

cruise insurance immediately after booking and to ensure it covers cancellation, medical costs and any special conditions that apply to cruises.

21.6 Any drinks package price offered at the time of booking is an introductory price and is subject to availability and the cruise operator's pricing. If a drinks package is added after the original booking is made, the price may be higher than the price available at the time of booking. We cannot guarantee that the original introductory price will remain available for later additions.

22. Circumstances Beyond Our Control (Force Majeure)

22.1 We shall not be liable for any failure to perform, or delay in performing, any of our obligations under this contract which is caused by circumstances beyond our reasonable control.

22.2 Such circumstances include, but are not limited to: Extreme or adverse weather conditions; Natural disasters; Epidemics or pandemics; War, terrorism or civil unrest; Industrial action or strikes; Mechanical breakdown or traffic accidents; Road closures, ferry cancellations or airspace restrictions; Decisions of local authorities, police or port authorities; Supplier failure or insolvency where not caused by us.

22.3 In such cases we may need to alter itineraries, use alternative routes or transport, substitute hotels or, in extreme situations, cancel the Holiday. We will always do our best to provide a suitable alternative where possible.

22.4 Refunds or compensation are not payable for delays, curtailments or changes that arise from circumstances beyond our control.

23. Travel Insurance

23.1 We strongly recommend that all passengers take out adequate travel insurance for every Holiday. For certain trips, such as cruises and European tours, travel insurance is mandatory.

23.2 Your insurance should, as a minimum, cover: Cancellation and curtailment; Medical and repatriation costs; Personal accident; Loss or theft of baggage and personal possessions; Travel delays.

23.3 It is your responsibility to ensure that the policy you choose is suitable for your needs and that any pre-existing medical conditions are disclosed to the insurer.

24. Data Protection and Privacy

24.1 We process and store personal data in accordance with UK GDPR and the Data Protection Act 2018.

24.2 We will use your personal information to: Process your booking; Provide your Holiday; Communicate with you about your booking and related services; Comply with legal obligations.

24.3 We do not sell your personal data to third parties. We may share relevant information with Suppliers and service providers where necessary for the operation of your Holiday, such as hotels, transport companies or ticket providers.

24.4 Our full privacy policy is available on our website at www.lochlomondtravel.com and forms part of these Terms and Conditions.

25. Law and Jurisdiction

25.1 These Terms and Conditions and any contract to which they apply are governed by Scottish law.

25.2 Any dispute or claim arising out of or in connection with your booking or Holiday shall be subject to the exclusive jurisdiction of the Scottish courts.