

Music & Travel Tour Consultants Ltd – Conditions of Booking: UK & EU groups

1. In these conditions: "the Company" shall mean Music & Travel Tour Consultants Ltd, and "the Client" shall mean the party contracting with the Company. Where the Client is not an individual contracting only for himself it shall include each of the persons comprised in the Client or on whose behalf the contract is made. Each of such persons shall be jointly and severally liable hereunder as if he or she was the Client and it is the responsibility of the Client to ensure that each of such persons is aware of his or her obligations hereunder. "The programme" shall include all travel or any other arrangements made by the Company.

2. A contract shall exist between the Company and the Client when the Company has confirmed in writing the tour price with detailed specifications and the deposit is received from the Client.

3. The deposit is to be treated as part payment of the sum due under the contract and is only to be refunded if the booking is not accepted or the Company cancels the contract under Clause 4 hereof. Payment of the balance of the sum due under the contract must be made at least 60 days prior to departure, in default of which the Company reserves the right to cancel the booking and retain the deposit(s) paid. In addition, the Client will, upon failure to pay the balance, be liable for any expenses incurred by the Company. If we do not receive all payments due in full and on time we assume that you wish to cancel your booking.

4. The Company may cancel the contract at any time prior to the date of departure, and should it so do, its liability will be limited to refunding all monies paid to it by the Client.

5. All prices quoted or agreed are based on tariffs and exchange rates current at the time of quotation and are subject to increase without any previous notice consequent upon any increase in the basic charges, tariffs and/or exchange fluctuations and/or the imposition of any taxes which may accrue prior to the final settlement of the relevant account.

6. The booking is accepted subject to the availability of the accommodation, travel facilities or other services therein described and the Company may at any time make any alteration to any of the arrangements, provided that the substitute accommodation is of the same or higher classification category and the travel facilities or other services are of at least the same standard as those originally contracted for. We cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by circumstances amounting to force majeure. Force majeure means any event which we or the supplier of the services in question could not foresee or avoid. Such events may include but are not limited to war or threat of war, riots, civil strife, actual or threatened terrorist activity, industrial action, natural or nuclear disaster, adverse weather conditions, disease, epidemics, fire and all similar events outside our control. In the unlikely circumstance that we may be forced by "Force Majeure" to change or terminate your confirmed arrangements we regret that we will be unable to offer 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.

7. Should the Client cancel the contract he/she will be liable for cancellation charges in accordance with the following scale:

i. cancellation prior to 60 days before departure – forfeit of deposit(s)

ii. cancellation less than 60 days prior to departure – 100% of the cancelled visit

iii. In addition to the above, the Client is also liable to pay any expense incurred over and above the normal incidences of cancellation

Notice will only be effective when received in writing by us at our office. Individual cancellations can affect the

tour price and any agreed free places. Depending on the reason for cancellation, the Client may be able to recover cancellation charges (less any applicable excess) under the terms of their insurance policy. Claims must be made directly to the Insurance Company concerned.

8. i. The Client accepts liability for all damage, loss or injury caused by the Client or by any person or persons comprised in the Client or on whose behalf the Client contracts and will ensure that adequate liability insurance is maintained for the benefit of the Company and hereby indemnifies the Company, its officers, servants or agents from and against any such liability.

ii. All arrangements for Insurance, including insurance of personal effects and musical instruments, shall be the responsibility of the Client and at the Client's expense.

iii. The Client agrees on behalf of all members to absolve the Company of all possible liabilities which may arise due to failure to take out adequate insurance cover.

9. No liability on the part of the Company to the Client arising in any way out of the contract or the programme arranged by the Company shall exceed (in the case of each Client) the amount paid or agreed to be paid for the Client's visit and shall in no case include any damages for disappointments, frustrations, inconvenience, upset or any consequential loss whatever.

10. Excepting where exclusion is expressly prohibited by statute the Company will under no circumstances whatever be liable for:

i. any personal injury or illness suffered by the Client howsoever caused

ii. any loss or damage to the Client's baggage including personal effects howsoever caused

iii. any errors, omissions, discrepancies or misrepresentation in brochures prepared by parties other than the Company

11. The Company acts as agent for the Client in contracting with various hotels, coach companies, airlines and other independent contractors to provide the services included in each programme. Apart from its own negligence, neither the Company nor its agents or cooperating organisations shall be held responsible or liable for the negligent acts and/or omissions of these independent contractors, their employees, agents, servants or representatives.

12. Changes to these Booking Conditions will only be valid if agreed in writing by one of the Company's directors.

13. All bookings are accepted and all arrangements for travel, accommodation and other services made by the Company as agents are subject to any conditions imposed by the Air, Shipping, Rail, Coach, Taxi, Hire-Car, Hotel, Theatre, Restaurant and other companies or persons concerned.

14. The standards of the country visited apply to services that make up the arrangements there and are not necessarily the standards of the UK.

15. Where the Client asks us to arrange visits, activities or excursions beyond our usual programme we cannot accept liability for these arrangements even if the payment for these additional arrangements is made directly to us. We assume that the Client has assessed the suitability of the arrangements and accepts full responsibility.

16. The Company shall not be responsible for the collection of individual group member payments. It will only deal with the designated representative of the Client and not with other individuals. Any

variations required should be advised in writing by the agreed representative of the Client.

17. The Company reserves the right, without payment of compensation and whether before or after the commencement of the programme, to exclude any person as a member of any group if, in the absolute discretion of the Company, that person may appear likely to endanger the health or safety or to impair the comfort of other members of the group. Any associated or resulting costs are the responsibility of the Client.

18. The signatory on the acceptance and the Client warrant that the said signatory is duly authorised to enter into this contract on behalf of the Client.

19. The Client accepts responsibility for any damage or loss caused by any member of their party. In addition the Client must ensure that they observe all applicable local laws and regulations including those relating to consumption of alcohol. Subject to local laws and regulations the Client should ensure that no person who is under 18 years consumes alcohol. Alcohol must not be drunk to excess. The Client must ensure that no smoking is allowed in bedrooms or any other area where smoking is not permitted.

20. The Signatory accepts that full and continual supervision of all persons aged under 18 years will be exercised at all times and is responsible for good behaviour and discipline.

21. The Client is responsible for ensuring that all group members are in possession of all necessary travel and health documents before departing – including visas and passports. All costs incurred in obtaining such documentation are the responsibility of the Client. Any non-British citizens or non-British passport holders must check passport and visa requirements with the Embassy or Consulate of the relevant country. The Company is not responsible, and cannot accept any liability or costs, for the failure to carry correct documentation.

22. In order to organise your tour we require standard information such as names, passport numbers, contact details, dietary & medical requirements etc. We must pass the information on to the relevant suppliers of your travel arrangements – airlines, hotel, travel companies etc. We will not pass information on to any person not responsible for part of your tour arrangements. In making this booking you consent to this information being passed on to the relevant persons. If your tour is outside of the European Economic Area (EEA) controls on data protection may not be as strong as the legal requirements in the UK. Music & Travel Tour Consultants Ltd. acts as your data controller and you are entitled to a copy of your information held by us.

23. The Association of Bonded Travel Organisers Trust Limited (ABTOT) provides financial protection under The Package Travel and Linked Travel Arrangements Regulations 2018 for Music & Travel Tour Consultants Ltd, and in the event of their insolvency, protection is provided for non-flight packages.

ABTOT cover provides for a refund in the event you have not yet travelled and assistance if you are on holiday to return you to your pre-arranged departure flight. ABTOT cover is limited to arrangements commencing in and returning to the UK or EU.

In the unlikely event that you require assistance whilst abroad due to our financial failure, please call our 24/7 helpline on **01702 811397** and advise you are a customer of an ABTOT protected travel company.

You can access the The Package Travel and Linked Travel Arrangements Regulations 2018 here: <https://www.legislation.gov.uk/uk/si/2018/634/contents/made>

24. All contracts subject to these conditions are governed by English Law wheresoever made and under the exclusive jurisdiction of the English Courts.

Music & Travel Tour Consultants Ltd – Conditions of Booking: Rest of the World (non-UK/non-EU bookings)

1. In these conditions: "the Company" shall mean Music & Travel Tour Consultants Ltd, and "the Client" shall mean the party contracting with the Company. Where the Client is not an individual contracting only for himself it shall include each of the persons comprised in the Client or on whose behalf the contract is made. Each of such persons shall be jointly and severally liable hereunder as if he or she was the Client and it is the responsibility of the Client to ensure that each of such persons is aware of his or her obligations hereunder. "The programme" shall include all travel or any other arrangements made by the Company.

2. A contract shall exist between the Company and the Client when the Company has confirmed in writing the tour price with detailed specifications and the deposit is received from the Client.

3. The deposit is to be treated as part payment of the sum due under the contract and is only to be refunded if the booking is not accepted or the Company cancels the contract under Clause 4 hereof. Payment of the balance of the sum due under the contract must be made at least 60 days prior to departure, in default of which the Company reserves the right to cancel the booking and retain the deposit(s) paid. In addition, the Client will, upon failure to pay the balance, be liable for any expenses incurred by the Company. If we do not receive all payments due in full and on time we assume that you wish to cancel your booking.

4. The Company may cancel the contract at any time prior to the date of departure, and should it so do, its liability will be limited to refunding all monies paid to it by the Client.

5. All prices quoted or agreed are based on tariffs and exchange rates current at the time of quotation and are subject to increase without any previous notice consequent upon any increase in the basic charges, tariffs and/or exchange fluctuations and/or the imposition of any taxes which may accrue prior to the final settlement of the relevant account.

6. The booking is accepted subject to the availability of the accommodation, travel facilities or other services therein described and the Company may at any time make any alteration to any of the arrangements, provided that the substitute accommodation is of the same or higher classification category and the travel facilities or other services are of at least the same standard as those originally contracted for. We cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by circumstances amounting to force majeure. Force majeure means any event which we or the supplier of the services in question could not foresee or avoid. Such events may include but are not limited to war or threat of war, riots, civil strife, actual or threatened terrorist activity, industrial action, natural or nuclear disaster, adverse weather conditions, disease, epidemics, fire and all similar events outside our control. In the unlikely circumstance that we may be forced by "Force Majeure" to change or terminate your confirmed arrangements we regret that we will be unable to offer 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.

7. Should the Client cancel the contract he/she will be liable for cancellation charges in accordance with the following scale:

i. cancellation prior to 60 days before departure – forfeit of deposit(s)

ii. cancellation less than 60 days prior to departure – 100% of the cancelled visit

iii. In addition to the above, the Client is also liable to pay any expense incurred over and above the normal incidences of cancellation

Notice will only be effective when received in writing by us at our office. Individual cancellations can affect the tour price and any agreed free places. Depending on the reason for cancellation, the Client may be able to recover cancellation charges (less any applicable excess) under the terms of their insurance policy. Claims must be made directly to the Insurance Company concerned.

8. i. The Client accepts liability for all damage, loss or injury caused by the Client or by any person or persons comprised in the Client or on whose behalf the Client contracts and will ensure that adequate liability insurance is maintained for the benefit of the Company and hereby indemnifies the Company, its officers, servants or agents from and against any such liability.

ii. All arrangements for Insurance, including insurance of personal effects and musical instruments, shall be the responsibility of the Client and at the Client's expense.

iii. The Company may at its option agree to arrange insurance cover on behalf of the Client if so requested by the Client and shall be reimbursed the cost thereof on demand.

iv. If the Client elects to make their own insurance arrangements they automatically agree on behalf of all members to absolve the Company of all possibly liabilities which may arise due to failure to take out adequate insurance cover.

9. No liability on the part of the Company to the Client arising in any way out of the contract or the programme arranged by the Company shall exceed (in the case of each Client) the amount paid or agreed to be paid for the Client's visit and shall in no case include any damages for disappointments, frustrations, inconvenience, upset or any consequential loss whatever.

10. Excepting where exclusion is expressly prohibited by statute the Company will under no circumstances whatever be liable for:

i. any personal injury or illness suffered by the Client howsoever caused

ii. any loss or damage to the Client's baggage including personal effects howsoever caused

iii. any errors, omissions, discrepancies or misrepresentation in brochures prepared by parties other than the Company

11. The Company acts as agent for the Client in contracting with various hotels, coach companies, airlines and other independent contractors to provide the services included in each programme. Apart from its own negligence, neither the Company nor its agents or cooperating organisations shall be held responsible or liable for the negligent acts and/or omissions of these independent contractors, their employees, agents, servants or representatives.

12. Changes to these Booking Conditions will only be valid if agreed by one of our directors in writing.

13. All bookings are accepted and all arrangements for travel, accommodation and other services made by the Company as agents are subject to any conditions imposed by the Air, Shipping, Rail, Coach, Taxi, Hire-Car, Hotel, Theatre, Restaurant and other companies or persons concerned.

14. The standards of the country visited apply to services that make up the arrangements there and are not necessarily the standards of the UK.

15. Where the Client asks us to arrange visits, activities or excursions beyond our usual

programme we cannot accept liability for these arrangements even if the payment for these additional arrangements is made directly to us. We assume that the Client has assessed the suitability of the arrangements and accepts full responsibility.

16. The Company shall not be responsible for the collection of individual group member payments. It will only deal with the designated representative of the Client and not with other individuals. Any variations required should be advised in writing by the agreed representative of the Client.

17. The Company reserves the right, without payment of compensation and whether before or after the commencement of the programme, to exclude any person as a member of any group if, in the absolute discretion of the Company, that person may appear likely to endanger the health or safety or to impair the comfort of other members of the group. Any associated or resulting costs are the responsibility of the Client.

18. The signatory on the acceptance and the Client warrant that the said signatory is duly authorised to enter into this contract on behalf of the Client.

19. The Client accepts responsibility for any damage or loss caused by any member of their party. In addition the Client must ensure that they observe all applicable local laws and regulations including those relating to consumption of alcohol. Subject to local laws and regulations the Client should ensure that no person who is under 18 years consumes alcohol. Alcohol must not be drunk to excess. The Client must ensure that no smoking is allowed in bedrooms or any other area where smoking is not permitted.

20. The Signatory accepts that full and continual supervision of all persons aged under 18 years will be exercised at all times and is responsible for good behaviour and discipline.

21. The Client is responsible for ensuring that all group members are in possession of all necessary travel and health documents before departing – including visas and passports. All costs incurred in obtaining such documentation are the responsibility of the Client. Any non-British citizens or non-British passport holders must check passport and visa requirements with the Embassy or Consulate of the relevant country. The Company is not responsible, and cannot accept any liability or costs, for the failure to carry correct documentation.

22. In order to organise your tour we require standard information such as names, passport numbers, contact details, dietary & medical requirements etc. We must pass the information on to the relevant suppliers of your travel arrangements – airlines, hotel, travel companies etc. We will not pass information on to any person not responsible for part of your tour arrangements. In making this booking you consent to this information being passed on to the relevant persons. If your tour is outside of the European Economic Area (EEA) controls on data protection may not be as strong as the legal requirements in the UK. Music & Travel Tour Consultants Ltd. acts as your data controller and you are entitled to a copy of your information held by us

23. All contracts subject to these conditions are governed by English Law wheresoever made and under the exclusive jurisdiction of the English Courts.