

M&N Travel – Standard Booking Terms & Conditions

Definitions

1. **“M&N Travel”** is the trading name of a partnership between Miss Marina Hughes & Mr Neil Hughes acting as an inbound destination management company specializing in the creation of bespoke tours for individuals, families and groups and provision of other ground arrangements around the British Isles and Paris.

2. **“The Client / You”** is a travel agent or similar wishing to purchase ground arrangements from M&N Travel for incorporation into its own package which it will sell as principal to its own customers.

3. **“The Programme”** means a combination of at least two of the following: -
 - (i) accommodation;
 - (ii) transfers;
 - (iii) tours;
 - (iv) activity;
 - (v) function and;
 - (vi) any other ground arrangements

Organized or advertised by M&N Travel.

4. **“The Booking Request”** means the written request by the Client which includes suggested details for the Programme.

5. **“The Booking Quotation”** means the response provided by M&N Travel to the Booking Request with the details of the Price. The booking quotation is subject to these terms and

conditions.

6. **“The Deposit Invoice”** means the invoice setting out the required amount of deposit in order to secure a booking

7. **“The Booking Confirmation”** means the contract between M&N Travel and the Client for the provision of the Programme. The booking confirmation includes the Price and payments terms and is subject to these Terms and Conditions

8. **“Price”** means the total cost of the Programme.

9. **“Terms and Conditions”** means the standard terms and conditions that govern the contract between You and M&N Travel to the exclusion of all other terms and conditions save for those implied by law, and no variation to these terms and conditions shall be valid unless in writing and signed by You and a Partner of M&N Travel.

10. **“Notices”** all notices must be made in writing and can be made via email to either
 - (i) info@mnbespoketravel.com
 - (ii) marina@mnbespoketravel.com

11. **“Business Day”** means any day except a Saturday, Sunday, a UK bank holiday, Good Friday or Christmas Day

The Programme

12. M&N Travel shall supply to the Client the Programme as requested by the Client. The Client shall in turn re-sell the Programme to its own customers as principal in the contract with their customer.

13. Where the Client asks M&N Travel to create a Programme, M&N Travel shall provide the following additional services:
- (a) Design of the tour itinerary to meet the expectations of the Client's customers (as notified to M&N Travel by the Client);
 - (b) Selection of suppliers appropriate for the type of Programme being organised;
 - (c) Negotiation of prices and other terms with the chosen suppliers;
 - (d) Contracting with the chosen supplier for the purchase of services;
 - (e) Management of all aspects of the relationship with the suppliers;
 - (f) Resolution of any problems arising before the Client's customers commence the tour;
 - (g) Resolution of any problems arising during the tour.
14. M&N Travel shall supply the Programme at the price(s) agreed between the parties. All prices include any taxes, charges, dues and fees which relate to the Programme, but do not include tips or gratuities.
15. The Client shall re-sell the Programme to its customers as a principal as part of its own packages or otherwise as its own product and on its own terms and conditions of sale and this should be made clear to the Client's customer. It is accepted by the Client that in no circumstances shall M&N Travel be a party to any contract with any of the Client's customers and nor does the Client act as an agent on behalf of M&N Travel or on behalf of the third-party suppliers and the Client should not hold itself out as acting as an agent in any circumstances.

16. The Client accepts that it shall be directly responsible to its customers for the provision and fulfilment of all contracts it has with the customers and that all sales made by the Client, whether as a package or otherwise, shall comply with all applicable consumer laws, regulations and codes of practice.

Booking Confirmation and the Contract

17. On receipt of your payment whether it be the deposit or a full payment, M&N Travel will provide You with a booking reference number and send You a Booking Confirmation outlining payment details and booking conditions.

18. No contract shall arise between You and M&N Travel until M&N Travel have received the deposit payable and M&N Travel has sent to You written confirmation of M&N Travel's acceptance of your booking.

19. The Client is required to check all the details carefully and contact M&N Travel immediately if any information appears to be incorrect or incomplete as it may not be possible to make changes later.

20. The Client accepts the full responsibility of collecting the full balance payable for the booking and indemnifies M&N Travel against any loss from any individual failing to pay.

21. A PDF version of your travel documents should arrive with you approximately 14 days before your departure.

Deposits and Payments

22. To secure a booking with M&N Travel, the Client agrees to pay a minimum 20% deposit (such amount will be specified on your Deposit Invoice).
23. Additional deposits may be required by M&N Travel's suppliers, details of which will be outlined on the Deposit Invoice and Booking Confirmation. Any such additional deposits are payable on top of M&N Travel's 20% deposit and are subject to these and the supplier's individual terms and conditions, including the supplier's cancellation deadline.
24. Deposits are payable by
- (a) BACS International Transfer; or
 - (b) Visa or Mastercard debit or credit cards (for which a fee will be levied)
25. Where the Client pays by their own banking facility (BACS International Transfer) or by using the Client's own or Client's businesses own credit or debit card, the Price will be net of the Client's commission charges and the Client should add on to the re-sale price its own commission charges, which the Client is free to set at their own level.
26. Where the Client pays using their customer's debit or credit card or if the Client's customer pays via BACS International Transfer, the Client must inform M&N Travel as to the Client's commission charges, which will be added to the Price.
27. Any commission payable to the Client will be paid after the customer(s) has returned home and within 28 days of the production of an invoice to M&N Travel by the Client setting out that commission. Commissions will be calculated in Pounds Sterling and will be subject to exchange rates at the time of payment.

28. For any bookings made 60 days or less of departure, full payment is required at the time of the booking.
29. The final balance is to be paid no less than 60 days before the date upon which the Programme is due to start.
30. If the Client fails to make the final payment on the due date then, M&N Travel is entitled to cancel the Programme and apply the cancellation charges as set out in cancellation policy paragraph.
31. The Client is liable to cover all bank charges and the exchange rate variations.
32. All payments made under the Contract are to be made in UK Pound Sterling for UK bookings and EUROS for Republic of Ireland & French bookings. In the event of bookings involving both UK and EU locations, the payment currency will be dealt with on a booking-by-booking basis and will be stipulated on the booking invoice.
33. M&N Travel do not provide any breakdown of the cost involved in the Programme.
34. If members of a group booking withdraw, on some occasions, there are fixed costs which mean the remaining travelling party must pay more per person. Such additional charges (if any) will be notified to the Client on receipt by M&N Travel in writing of a notice of withdrawal of a member of a group booking by the Client. The Client hereby agrees to indemnify M&N Travel against any such additional charge(s). Nothing in this paragraph effects the ability of M&N Travel to enforce the cancellation charges contained in the cancellation paragraph.

35. The Client's customer is responsible for the cost of any extras (including but not limited to hotel incidentals) incurred by them to M&N Travel's suppliers and for any damage caused by them during the period of the Programme.

36. Where the Programme includes:

- (i) customized experiences including but not limited to helicopter trips or transfers, private cruises or private jets or exclusive visits or experiences;
- (ii) tickets including but not limited to those for travel, attractions, golf tee times or visits,

These customized experiences and tickets shall not be purchased until M&N Travel have received from You confirmation in writing of their booking and payment for them is received by M&N Travel from You in full. Such experiences, tickets, transport or entrances to attractions shall not be guaranteed until reserved and paid for by M&N Travel. Any such payment is non-refundable.

37. M&N Travel operate a Trust Account with H.S.B.C via Protected Trust Services, all payments received by us go directly into this account (which is similar to an escrow account) meaning that all funds are protected. Save for authorising the Trustees to pay suppliers, M&N Travel do not have access to any funds until after the client has returned home.

Amendments by the Client

38. M&N Travel shall try to accommodate any reasonable changes You wish to make to the Programme.

39. Alterations and amendments requests should be made with M&N Travel and not the end suppliers and should be made in writing to M&N Travel by the Client. These changes shall not be deemed accepted until M&N Travel have confirmed in writing to You.
40. If You want to change the Programme within 30 days of the commencement of the Programme, there will be an administration fee of 30GBP per person in addition to any further charges levied for the changes.
41. Alterations to some aspects of the Programme may be subject to a cancellation charge from a supplier of that service or an increase in the Price of the Programme, which M&N Travel will advise You of at the time of the change. In the event of such charge(s), the Client hereby agrees to indemnify M&N Travel for the cost of such charge(s).
42. Any additional services, add-ons or alterations to the Programme become subject to the original terms and conditions and any additional supplier terms and conditions, including cancellation periods. Any additional services, add-ons or alterations which are subsequently cancelled during the cancellation period are non-refundable.
43. If the customer(s) is forced to return home early for whatever reason, M&N Travel will not provide any refund for aspects of the Programme not used and the Client is advised to ensure that their customer has adequate insurance.

Cancellation by the Client

44. All cancellations must be made in writing from the Client to M&N Travel. Cancellations are effective when they are received by M&N Travel, subject to the following:-
 - (a) they must be received by M&N Travel before 5pm GMT on a business day to take effect that day;

(b) any cancellation requests received by M&N Travel after 5.00pm GMT on a business day or at any time during a non-business day, will be deemed effective at 9.00am GMT on the next business day.

45. The amount of the cancellation fee is calculated according to the date on which M&N Travel are deemed to have received written notice of your wish to cancel:

Days prior to Departure	Cancellation Fee
60 days or more	The Deposit and additional non-refundable amount
46 – 59 days	50% of the Price and additional non-refundable amount
45 days or less or a ‘no show’	100% of the Price

46. Depending on the Programme, some service providers may have higher cancellation charges than those outlined above. Should this be the case, the additional cost of these charges will be payable by the Client. In such circumstances any refunds to the Client will be net of both M&N Travel’s cancellation fees and those of the supplier.

Amendments by M&N Travel

47. If due to circumstances beyond M&N Travel’s control it becomes necessary to substitute an alternative supplier, or make any other alterations to the Programme M&N Travel shall inform You of the changes as soon as possible.

48. In case we have to change a hotel, M&N Travel will endeavour to move the booking to a hotel of at least the same standard and within the same town or city.

49. In case of a supplier cancelling an activity, M&N Travel will give You the option of alternative activities to choose from.

Cancellation by M&N Travel

50. M&N Travel may cancel the Programme or any part of it:

- i) If You fail to pay the balance for the Programme on the due date, M&N Travel will treat the booking as cancelled and levy the cancellation charges set out above.
- ii) If changes You wish to make to the booking mean it is uneconomical or impractical to hold the Programme.

Force Majeure

51. M&N Travel will not be liable for failure to comply with the Agreement to the extent that such compliance is prevented, hindered or delayed by any cause beyond our control, including but not limited to, fire, storm, explosion, flood, natural disaster, weather conditions (including but not limited to heavy rainfall, hail, snow, fog or frost), labour disputes or strikes, outbreak of war, terrorism or terrorist attack, national emergency, civil disturbance, theft, failure of utility power supplies (telecommunications, electricity, water, gas etc), Act of God and the action of any Government or Government Agency.

Client Obligations

Travel Documents and Passports

52. Before confirming a booking, You should check the current visa and passport requirements for visiting the UK, the Republic of Ireland & France and allow adequate

time for all of your customers to obtain them. It is the Client's responsibility to ensure all of their customers have obtained all documents required for the trip, to ensure that these are in proper order and all of your customers are traveling with the said documents. M&N Travel will not be liable if your customers fail to do so and the Client will be responsible for meeting any additional costs incurred by reason of such failure.

Insurance:-

53. Before traveling, M&N Travel strongly recommend that your customers review their personal travel insurance and health insurance to ensure they have coverage appropriate to meet their needs, and the needs of their family and dependents including coverage for but not limited to:

- (a) delays for services involving travel by land, sea or air or late cancellations where no or partial refunds are available from M&N Travel;
- (b) repatriation in the event of early curtailment for whatever reason;
- (c) for late changes / amendments to the Programme;
- (d) for accident, illness, medical care and / or death;
- (e) theft, loss and / or damage to baggage and any personal property and any bank cards, cash and / or traveller's cheques
- (f) any other event which is reasonably foreseeable

Time Management

54. The Client is responsible for ensuring that all passengers present themselves the correct time to take up a pre-booked travel, excursion or event components of the Programme. M&N Travel cannot take responsibility for any of the Client's customers missing or

delaying transportation if they fail to check-in / arrive on time for travel or failing to go on a tour. No refunds will be given if any of the Client's customers fail to take up any component of the Programme.

Baggage and Personal Property

55. All baggage and personal property are at all times the Client's customers own responsibility.

Behaviour

56. The Client must remind its customers that they shall at all times behave in a safe, responsible and courteous manner and comply with all instructions and regulations issued by M&N Travel or our suppliers.

57. If the Client's customers breach these obligations M&N Travel may cancel or curtail the Programme or any part of it and in those circumstances You shall not be entitled to any refund.

Special Requirements

58. If the Client's customers have any special requirements (dietary, mobility or otherwise) the Client must inform M&N Travel of these at the time of booking. Some properties, visits, experiences in the UK, Republic or Ireland and France have very limited facilities for travellers with limited mobility etc and M&N Travel cannot guarantee that we will be able to meet the Client's customer's special requirements.

M&N Travel Obligations

59. M&N Travel shall take reasonable care and skill in arranging the Programme and comply with all applicable laws in relation to the Programme.
60. M&N Travel cannot accept responsibility for any Programme which do not form part of this contract (including, for example, any additional services or facilities which a hotel or any other supplier agrees to provide for the Client's customers where the services or facilities are not advertised by M&N Travel and M&N Travel have not agreed to arrange them).

Complaints

61. In the unlikely event that You or your customer(s) have any problems during the Programme then You or your customer(s) must inform M&N Travel at the earliest opportunity and whilst the customer(s) is still travelling under the Programme and we will do our best to assist. If You or your customer remain dissatisfied, You must write to M&N Travel within 14 days of the conclusion of the Programme. No complaint will be accepted outside of this time frame thus deeming You and your customer(s) is fully satisfied with all aspects of the Programme M&N Travel have provided to You.
62. For the avoidance of doubt M&N Travel will not be responsible if a complaint is either (i) not made during the time the customer(s) is travelling under the Programme (ii) if made whilst the customer(s) is travelling under the Programme the complaint is not followed up in writing within 14 days. Any written complaint can be made to:

marina@mnbespoketravel.com and / or info@mnbespoketravel.com

Data Protection Policy

63. M&N Travel will need to use your customer's personal information such as name, address and any special requirements, such as those relating to any disability or medical condition that may affect the Programme arrangements for the administration purposes of the services.
64. M&N Travel must pass on your customer's information to relevant suppliers of the Programme arrangements such as hotels, transportation companies etc. M&N Travel will not, however, pass any information on to any person not responsible for any part of the Programme.
65. You are entitled to a copy of any such information held by M&N Travel.
66. M&N Travel will duly observe our obligations under relevant data protection and privacy legislation.

Contracts (Rights of Third Parties) Act 1999

67. No part of this agreement shall confer on any third party any benefit or right to enforce any terms of this agreement

Jurisdiction

68. This agreement shall be constructed in accordance with the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to deal with any disputes arising between You and M&N Travel or our suppliers.

Changes to these Terms and Conditions



69. M&N Travel may need to make changes to these terms and conditions. Any changes can only be made by M&N Travel and not any third party. M&N Travel reserve the right to amend or improve these terms and conditions without prior notification. When it is necessary for changes to be made, M&N Travel will forward you a copy of these changes and all reservations will abide by the amended terms, with the exception of reservations already made.