



## **TERMS AND CONDITIONS**

This is the user agreement which governs your use of this website or, if relevant, one of our other distribution channels (such as Interactive TV ("IDTV"), mobile telephone commerce ("WAP") or interactive voice technology ("IVT") (the "Channels") and the purchase by you of the services and products we provide. Each Channel is owned and operated by a member of the lastminute.com limited group ("lastminute.com", "we", "us") however not all of the products or services we provide are supplied by us, therefore the contract for the product and/or service will be between you and that third party.

### **General Terms and Conditions**

1. Please take time to read these terms and conditions it is important for both of us that you understand our contractual relationship relating to your use of the Channels. We will not allow you to purchase any products from any of the Channels unless you have confirmed that you have read these terms.

Except for the sale of a very small number of products (such as, for some entertainment tickets) our Channels operate to an agency model. This means that we act as a disclosed agent for third party suppliers, such as a tour operator, hotel or a restaurant. What this means is that the contract for the product is between you and the supplier. In most cases this will mean that there are additional terms and conditions governing the contract as each supplier will have terms and conditions relating to that product. Please make sure that you have read these terms and conditions before completing your transaction with us. You can easily request them from our Customer Services by using one of the methods detailed at the end of these terms. Where we act as agent this will mean that we have no contractual liability to you in respect of that product. However, we may still be liable to you if we have been negligent, we have misrepresented important information or have been in breach of any other relevant law. On the other hand, for some products, we act as principal. This means that the contract for the product is between you and us. Don't worry we will let you know where we act as principal and where we act as agent.

2. All products sold through lastminute.com's Channels are not an offer by lastminute.com to sell any product, but an invitation to you to make an offer to our suppliers. We are free to accept that offer on behalf of those suppliers or to reject it. In some cases, we may send you an email acknowledging receipt of your order. Once we have processed your order, we will send you an e-mail confirming the contract if you are purchasing from the website, from other Channels the confirmation may be different. For example when purchasing via WAP we will send you an SMS or via IVT our acceptance will be communicated when the product is delivered. The method of concluding a contract will be made clear on the relevant Channel.
3. Because the contract for the product is between you and the supplier any queries or concerns relating to the product should be addressed to them. You will see the name and address, plus contact details, for most suppliers at the bottom of the more info section for each product and for all suppliers in any confirmatory e-mail we send you. We will of course assist you with this if you wish - please contact Customer Services.
4. Where your contract is not with lastminute.com but with a third party supplier such as a tour operator or hotel, lastminute.com may pass your credit card (or details of any other payment method allowed) and any other essential booking details to that third party. The placing of an order for any goods and services by you will constitute consent to us passing on such details.

5. Please make sure that you have read and understood the more info sections on the Channels, it is your responsibility to make sure you have done so.
6. You undertake to us that the details you give to us while using the Channels are correct in particular that the credit or debit card you are using is your own and that there are sufficient funds to cover the cost of the product or service.
7. If there are any changes to the details supplied to us by you it is your responsibility to inform lastminute.com via our web form or by contacting our Customer Services as soon as possible.
8. We won't send you e-mails which you do not want but we can't guarantee that third parties to whom your details are sent won't do so.
9. Our Channels will not stop you from making impossible bookings such as two flights to the same place at the same time or a flight to one place and theatre tickets to another at the same time. If you make that kind of booking we won't give you a refund.
10. We will do our best to correct errors and omissions as quickly as practicable after being notified of them. However because of the sophisticated technology that is required in operating lastminute.com there may be times when obvious errors occur. For example, very occasionally, this may result in a price, product or service or other detail displayed or presented on a Channel being incorrect. In this case we reserve the right to cancel that contract, but this of course will be without any liability to you.
11. lastminute.com does not make any warranty that the website is free from infection by viruses or anything else that has contaminating or destructive properties.
12. Credit card companies charge us a fee when you pay with their cards and therefore a credit card fee is applied to some travel bookings made with Visa, MasterCard or American Express credit cards. Currently, credit card fees are charged on flights, flight and hotel packages and hotel bookings.

#### Specific Category Terms and Conditions

1. Flights
2. Holidays
3. City Breaks/Flight + Hotel
4. Hotels
5. Eurostar
6. Airport Car Parking
7. Car Hire
8. Travel Insurance
9. Carbonwise
10. Gift Experiences
11. Restaurants
12. Theatre
13. Meal & Show Deals
14. Entertainment Packages
15. Spa
16. Miscellaneous
17. Promotional Codes

# **1. FLIGHTS**

## **i. Regular Flights**

1. When you purchase a flight from lastminute.com you are using a service provided by Globepost Limited, a company which is a member of the lastminute.com limited group.
2. Globepost Limited is registered in England and Wales with registered number 01700807. Its registered address is 77 Hatton Garden, London, EC1N 8JS.
3. Generally, the more flexible the ticket the more expensive it is likely to be and you need to take various points into consideration before deciding between the fares on offer.
4. To help you, below are Globepost Limited's general booking conditions. Please read them carefully.

## **5. Contract**

Any booking made or order placed by you, whether through the lastminute.com website or otherwise, shall be deemed an offer by you to purchase the relevant items subject to these booking conditions. Note that Globepost Limited are selling the tickets as agents for the airlines, which means the contract for the flight product will be between you and the airline.

**Please note that for each ticket there are additional terms which are specific to that fare. They may, for example, state that the ticket is non-cancellable or non - refundable, and have other information relating to itinerary and refunds. You must read the FLIGHT RULES for each ticket. You can find the relevant FLIGHT RULES on the lastminute.com website when you progress through the purchase path.**

You are responsible for complying with any airline's terms in relation to check-in times, reconfirmation of flights or other matters. In relation to flight tickets, you are required to use all flight coupons in order of sequence. If this requirement is not met the airline may void the ticket.

A contract arises between you and the airline when we send you a confirmation e-mail on behalf of Globepost Limited confirming that they have accepted your booking.

## **6. Fares**

All fares are quoted exclusive of taxes, plus the tax amount and then a total. These are added together to form your final quotation. Fares are subject to change without prior notice and are only guaranteed when following confirmation of the contract.

## **7. Reservations**

In the vast majority of cases Globepost becomes aware of the availability of flights tickets for sale because it connects to large databases operated by third parties, which contain that availability. These databases are commonly called General Distribution Systems (GDS) or Central Reservation Systems (CRS), and it is through these GDS/CRS that Globepost purchases the relevant ticket.

Be aware that certain airlines do not maintain "real time" seat availability in the GDS/CRS. Whilst every effort is made to reflect the true situation, instances may occur when airlines cancel sales. Globepost Limited will advise you within 48 hours if this is the case and will do all they can to reinstate your booking.

Further, there are a tiny number of airlines which participate in the GDS/CRS, but do not participate in the UK Ticketing plan. In the unlikely event that you purchase tickets from an airline that does not participate in the UK Ticketing Plan, Globepost will be unable to issue the relevant tickets, and will have to terminate the reservation.

In either instance we will not be liable for any additional costs incurred in having to purchase new tickets at a higher fare. Payment for tickets will of course be refunded to you if the reservation is terminated by the airline or us.

#### **8. Tickets**

If it is not possible to get your flight tickets to you (eg because your travel date is imminent) we may insist that you have an "e-ticket" generated. This means that you will have to pick up your ticket at your point of departure. Don't worry, Globepost will make sure you know exactly where to pick up your tickets. To help you, below are Globepost Limited's general booking conditions. Please read them carefully.

#### **9. Flight Re-confirmation**

Globepost Limited accepts no responsibility for bookings cancelled due to non-compliance with rules set by that particular airline. Globepost also take no responsibility for any flight rescheduling en route.

In the event of a schedule change it is not always necessary to have your tickets revalidated, however in the event that this is necessary we will inform you in due course and issue new tickets for you to use on your journey.

#### **10. Passports/Visas/Health Requirements**

Globepost and lastminute.com are very happy to inform you of current documentation requirements if you so require. It is incumbent upon you to ensure that you meet the passport, visa, health requirements of the countries you wish to visit and those that you transit (even if it is for a plane change). Many countries require that your passport should be valid for a period of (a minimum) six months from the date of arrival into that country. Neither Globepost nor lastminute.com accept any responsibility if you should be denied boarding or deported due to non-fulfilment of the above.

#### **11. Insurance**

Globepost strongly urges you to carry appropriate travel insurance to cover you for cancellation, health, baggage etc.

#### **12. Airline Regulation/Conditions of Carriage**

Please note that in all transactions Globepost acts as agents of the airlines you have chosen to book on. Please read your ticket wallet for their conditions of carriage.

#### **13. Cancellation/Amendments**

If you need to change or cancel your travel plans, it is your responsibility to notify Globepost of such a request. Please note that some tickets are non-refundable and/or do not allow changes.

Where changes/refunds are permitted by the airline, Globepost applies an amendment fee of £45 per person for any modifications, changes or cancellations to fares. This will be regardless of the price or face value of the fare. Please note this fee is also charged in cases of airport tax refunds, when the fare is non-refundable. Any booking fees or credit card charges are non-refundable.

In addition to the Globepost charges, most airlines also have a penalty or cancellation fee for any changes or

cancellations to fares. Please ensure you read the FLIGHT RULES for the fare selected as cancellation and amendment charges imposed by the airline are notified in the flight rules. If you are holding a booking for which a ticket has been issued and you do not notify us of your desire to cancel, this will be treated as a "no show" and could result in you losing all that you paid.

If you want to cancel your journey it is important that you notify us with utmost urgency. This enables us to cancel your reservation with the airline. To notify us of your request for an amendment or cancellation, please contact our Customer Services Team by telephone or via email, using our online contact form, or through your purchase history.

Should you have received a paper ticket, we require the original ticket to be returned to us at the below address.

Flight ticket returns  
lastminute.com  
Trinity Square  
23-59 Staines Road  
Hounslow  
TW3 3HE

On receipt of the ticket we will send you an acknowledgement that we have received it. If you have been issued an e-ticket, we do not require the ticket to be returned to us.

Those tickets, which are refundable or cancelled by us, will be processed and refunded back to the card used at time of booking. Please be advised that the cancellation process could take up to 16 weeks from receipt of the ticket. Some tickets may need to be submitted to the airline for the cancellation and/or refund to be authorized. In this event your refund request may take longer, but we will advise you in our acknowledgement of the expected turnaround period. Please note that most airlines do not refund on part used tickets. Tickets, which are returned more than 1 year from date of issue, are classified as expired tickets and must be submitted to the airline for their authority to refund.

#### **14. Lost Tickets**

If you lose your tickets, it may be possible to re-issue them for a fee. The amount payable will depend on the circumstances of the loss and how close to the travel date you discover it. However, not all tickets can be re-issued; which is another good reason for ensuring you have sufficient insurance cover. Tickets will be dispatched to you in accordance with your instructions and we accept no responsibility for their delivery. Lost tickets which cannot be re-issued are refunded at the sole discretion of the airline, these refunds can take up to one year to be authorized.

#### **15. Liability**

As Globepost acts as agent this will mean that it will have no contractual liability to you in respect of the flight product. However, it may still be liable to you if it has been negligent, it has misrepresented important information or has been in breach of any other relevant law.

#### **16. Unreasonable Behaviour**

As Globepost acts as agent this will mean that it will have no contractual liability to you in respect of the flight product. However, it may still be liable to you if it has been negligent, it has misrepresented important information or has been in breach of any other relevant law.

## ii. Charter Flights

1. In the sale of charter flights Globepost Limited (part of the lastminute.com plc group) acts as agent for various third party suppliers. The contract for the charter flight will be between you and the relevant supplier and you will be subject to their terms and conditions. To read those terms and conditions please [click here](#).
2. In addition as we incur cost in administrating cancellations and modifications, if you ask us to administer any relevant cancellation and/or amendment on your behalf we will charge an amendment fee of £45. Please be aware that this fee will be in addition to any charge you may have to pay the supplier. Any booking fees or credit card charges are non-refundable.

## iii. No Frills Flights

**Note: the service we provide for you in respect of the purchase of standalone (ie not part of a package holiday) no frills flights (eg from BMI Baby etc) is a different service than the service we provide for the sale of other airline tickets. These special terms apply to that service:**

1. In the sale of stand alone no frills flights (eg from BMI Baby etc) we will search the relevant no frills database, and then, if you choose to buy, will purchase the flight seats on your behalf directly from the airline. This service is provided by our Flights subsidiary company Globepost Limited.
2. You will be subject to the terms and conditions of the relevant no frills flights which will be deemed to be incorporated into this contract. They can be accessed from the relevant no frills website.
3. Please note that all prices quoted for a No Frills airline booking include our service fee but exclude the charges for any checked in baggage allowance and passenger check-in fees where applicable. Baggage can be pre booked on our website when you complete your reservation for additional charge. Any other charges need to be paid directly to the airline upon check in at the airport.
4. Remember if you purchase the no frills flight through our dynamic packaging technology to create a holiday package, your holiday will be governed, not by these terms, but by our dynamically [packaged holiday terms and conditions](#).

## iv. Flight-Plus ATOL Regulation

1. When you purchase a flight and a hotel accommodation and/or car hire for the same trip with us, under the Air Traffic Operators License ("ATOL") scheme, your travel arrangements will be considered Flight Plus and you will be protected provided the following requirements are met:
  - A flight is sold with overseas hotel accommodation and/or car hire and these are booked either together or separately with lastminute.com.
  - The flight and overseas hotel accommodation and/or car hire must be booked the same day, or within a day either side each other, but it does not matter which of the items is booked first.
  - The trip must be over 24 hours in duration or include an overnight overseas hotel accommodation stay.

- The flight must originate from the UK or be a flight into the UK where you depart from the UK by another means and then on the same day, the day before or the day after you request to book the flight into the UK.

**2.** If a Flight Plus is established and you also book any other tourist services which are not ancillary to the flight or overseas hotel accommodation and which account for a significant proportion of the travel arrangements then these other tourist services are also protected.

**3.** Flight Plus will not exist for UK domestic flights and holidays, flight only ticket sales and flight and hotel accommodation and/or car hire booked outside the two calendar day window as well as hotel accommodation or car hire (or both) which are sold without a flight.

**4.** The ATOL scheme is governed by The Civil Aviation (Air Travel Organisers' Licensing) Regulations 2012 and when you book a Flight Plus, we become a Flight Plus Arranger in accordance with the regulations. Our ATOL number is 3970 under the name of LM Travel Services Limited.

**5.** In accordance with the regulations, as of 1st of Oct 2012, you will also be issued with an ATOL Certificate which details those travel arrangements which are protected under the ATOL scheme. Your ATOL Certificate will be needed as proof of your protection. It is your responsibility to keep it in a safe place and we recommend you take a copy with you when travelling.

**6.** If you cancel any part of your travel arrangements so that the Flight Plus no longer exists then you will no longer be protected under the ATOL scheme.

**7.** As a Flight-Plus Arranger, and in accordance with the regulations if we become aware, prior to or after your departure, that the third party supplier who is responsible for providing the Product has become insolvent and will not themselves be able to supply you with the Product then we will provide you with suitable alternative arrangements at no extra cost (and if you have already departed and in the case of transport we will provide you with a suitable alternative transport back to the place of departure). If it is not reasonably possible to find alternative arrangements then we will give you a full refund for any unused component of your travel arrangements.

**8.** We are not responsible for and not shall we be liable for the performance of the travel arrangements.

**9.** In the unlikely event that we become insolvent, and in accordance with the regulations, an alternative ATOL holder may provide you with the travel arrangements or a suitable alternative at no extra cost. If an alternative ATOL holder can't provide you with the travel arrangements then you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

## **2. HOLIDAYS**

Holiday products are provided through our partner Lowcostholidays Spain, S.L. whose registered address is Calle Ada Byron s/n, Planta Baja, Puerta 5-A, Edificio Estel, Parc Bit, Son Sardina, Majorca, Spain. Lowcostholidays.com is a trading name of Lowcostholidays Spain, S.L. which is registered in Spain CIF No. B57813248. Any bookings for Holiday products will be made in accordance with their terms and conditions which can be found here.

## **3. CITY BREAKS/FLIGHT + HOTEL**

### **1. Your Contract**

When you create your own package holiday (for example when you package together two or more of a flight, hotel or carhire) on the lastminute.com site (or any other site using the lastminute.com dynamic packaging technology) your contract will be with LM Travel Services Limited ("we", "us") which is part of the Travelocity group. LM Travel Services Limited holds an Air Travel Organisers License (ATOL 3970) for your financial security and are members of ABTA (E7760). When booking travel arrangements our contract with you begins when you receive the confirmation e-mail stating that we have received your order. Once the contract is made we are responsible for providing the travel arrangements you have booked and you are responsible to us to pay for them. In parties of two or more people the person who makes the booking accepts responsibility for making payments to us for all members of the party.

### **2. Your Financial Protection**

When you buy an ATOL protected air package from us you will receive a confirmation e-mail from us (or via our authorised agent through which you booked) confirming your arrangements and your protection under our Air Travel Organiser's Licence number ATOL 3970. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking. For further information visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk).

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

The price of your air holiday package includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the Air Travel Trust Fund. This charge is included in our advertised prices.

Not all holiday or travel services offered and sold by us will be protected by the ATOL Scheme. Please ask us to confirm what protection may apply to your booking. .

### **How to make a booking**

To secure a booking you must fill in all the relevant fields on the online booking form and then wait for us to send

you an e-mail confirming that booking.

### 3. Payments

Unless otherwise specified on the website we take full payment by credit / debit card for your package holiday when you book. PLEASE NOTE: We do not accept payment using third party credit/debit cards. Only travelling passengers can make payments using their own credit/debit card.

### 4. Additional Charges

We reserve the right to change our prices at any time before you book. If we do you will be told of the revised price applicable to your booking before you commit yourself. As soon as you have paid full payment and your holiday arrangements have been confirmed we guarantee that from 30 days before your departure date that the price of your holiday will not be subject to any surcharges excepting for :-

- (i) variations in transportation costs, including the cost of fuel;
- (ii) variations in dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports; and that within 30 days of your departure date we guarantee that the price of your holiday will not be subject to any surcharges.

Should the above mentioned price variations be downward then the price of your holiday will be accordingly reduced and any refund due paid to you.

If the above price variations mean that the cost of your holiday goes up, we will absorb and you will not be charged for any increase equal to up to 2% on your holiday price. You will only have to pay the amount over and above that 2% of the holiday price. If the above price variations increase the price of your holiday by more than 10% you will be entitled to;

- i) take our offered substitute package of equivalent or superior quality if we are able to provide one
- ii) take our offered substitute package of lower quality if we are able to provide one and accept a refund from us of the difference in price between the price of the package purchased and the substitute one offered
- iii) cancel your holiday with a full refund of all monies paid.

We will also pay appropriate compensation for SIGNIFICANT CHANGES or cancellation of travel arrangements unless the change to or cancellation of your arrangements occurs by reason of unusual and unforeseeable circumstances beyond our control or that of our suppliers, the consequences of which could not have been avoided even if all due care had been exercised such as war, a state of war, riot, fire, civil strife, industrial action, terrorist activity, natural or nuclear disaster, adverse weather conditions or other conditions amounting to force majeure. In these circumstances we will also not pay any resulting expenses or additional costs.

Where compensation is due, we will pay you the following amounts, unless you can prove a greater loss (where a greater compensation payment may be due):

Time before your holiday begins when we tell you about a significant change	Compensation per person
More than 56 days	Nil
43 - 56 days	£10
29 - 42 days	£20
15 - 28 days	£30

14 days or less	£50
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### 5. Changes by us to, or cancellation by us of, your travel arrangements

It is very unlikely that we will have to make any changes to, or to cancel, your holiday. However, we do plan arrangements a long time in advance and we use the services of independent suppliers, such as hotels, airlines etc . . . , over whom we have no direct control. If it is the case that changes need to be made, or we need to cancel your arrangements, we reserve the right to do so at any time. Most of these changes are minor, and we do not pay compensation for minor changes, but whenever possible we will advise you. Any flight timings and carriers in the brochure or on our websites are subject to change as a result of airline procedures and these details are given for guidance only. Final details will be shown on your tickets.

If a SIGNIFICANT CHANGE to your holiday occurs or becomes necessary, we will inform you or your Travel Agent as soon as possible if there is time before departure. When a SIGNIFICANT CHANGE occurs ( such as a change of resort, downgrade of accommodation or a change of flight time of more than 12 hours) or we have to cancel your arrangements, you will have the choice of:

- i) accepting the change of arrangements.
- ii) taking our offered substitute package of equivalent or superior quality if we are able to provide one.
- iii) taking our offered substitute package of lower quality if we are able to provide one and accept a refund from us of the difference in price between the price of the package purchased and the substitute one offered.
- iv) cancelling your holiday with a full refund of all monies paid.

We will also pay appropriate compensation for SIGNIFICANT CHANGES or cancellation of travel arrangements unless the change to or cancellation of your arrangements occurs by reason of unusual and unforeseeable circumstances beyond our control or that of our suppliers, the consequences of which could not have been avoided even if all due care had been exercised such as war, a state of war, riot, fire, civil strife, industrial action, terrorist activity, natural or nuclear disaster, adverse weather conditions or other conditions amounting to force majeure. In these circumstances we will also not pay any resulting expenses or additional costs.

Where compensation is due, we will pay you the following amounts, unless you can prove a greater loss (where a greater compensation payment may be due):

Time before your holiday begins when we tell you about a significant change	Compensation per person
More than 56 days	Nil
43 - 56 days	£10
29 - 42 days	£20
15 - 28 days	£30
14 days or less	£50

### 6. Changes by you to your travel arrangements

If after our confirmation has been issued you wish to change any part of your travel arrangements, we will make every effort to help you do this, subject to availability and the type of ultimate product suppliers (airlines, car-hire companies, hotels etc), you have chosen and their cancellation/change charges details of which will be provided to you on request at any time including prior to booking. If you want to change any details regarding your flight reservation, airline rules mean that we may have to cancel your original flight and purchase a new one and you will be required to pay the full flight cost again. We will charge you an administration charge of £45.00 per change per

booking, and you will be liable to pay the hotel, car-hire, airline or other ultimate product charges resulting from your changes. NB: Once Airline Tickets are issued, usually 28 days prior to departure, changes are not permitted. Changes after airline tickets are issued will result in a 100% cancellation charge.

## **7. Cancellation by you**

If you wish to cancel your travel arrangements for any other reason than for there being additional charges (see clause 4) or alterations (clause 5) we must be notified in writing. Cancellation will be deemed to occur on the day we receive this cancellation request so you may want to use recorded delivery. As this incurs administrative costs we will charge you an administration charge of £45.00 per person per booking, and you will be liable to pay the hotel, car-hire, airline or other charges levied on us as a result of your cancellation.

After ticket issue cancellation will result in a loss of 100% of total cost of all travel arrangements in most cases. Please consult your reservation advisor if you have any queries.

You will have the opportunity to see certain cancellation charges at the time of booking and copies of all suppliers' terms and conditions relating to your booking are available on request at any time. For example if you have included car hire as a component in your package holiday there are both additional terms and cancellation charges, they are detailed in clause 16 below. In addition if you have booked a tour and/or an excursion the cancellation charges (imposed upon us by our suppliers) are likely to be 100%.

If you have taken out holiday insurance and the reason you are cancelling is covered by that insurance, you should be able to obtain payment of these cancellation charges (after deducting any part of the claim which the insurance company insists you pay) from your insurance company. You must pay the cancellation charges first. Please make sure you get written confirmation of your cancellation from us - this proves we have received your cancellation and you will need it to make a claim on your insurance.

When you create your own air package holiday on lastminute.com website, your money is protected in the unlikely event of our insolvency, since we hold an Air Travel Organiser's Licence granted by CAA. £2.50 per person of the cost of your air holiday package is paid to CAA to provide ATOL Protection for you. If you decide to cancel your booking with us, you will be still liable to pay this fee.

## **8. The Company's Liability to you**

We accept liability for matters which arise as a result of our negligence and/or breach of our contractual duty to exercise care in making arrangements for you, including any acts or omissions by our employees or agents. We also accept liability for any negligent act or omission of our suppliers who may operate elements of your holiday arrangements, including any claim involving death, personal injury or illness. However, in respect of carriage by air, sea and rail the company limits its liability to the extent of the relevant international convention. You are subjected to the terms and conditions of the carriers concerned some of which exclude or limit liability in respect of death, injury, delay and loss or damage to baggage. It is also important to note that if delays, diversions or rescheduling or cancellation of your arrangements occurs by reason of unusual and unforeseeable circumstances beyond our control or that of our suppliers, the consequences of which could not have been avoided even if all due care had been exercised such as war, a state of war, riot, fire, civil strife, industrial action, terrorist activity, natural or nuclear disaster, adverse weather conditions or other conditions amounting to force majeure we will not be liable. In these circumstances we will also not pay any resulting expenses or additional costs.

Should you or any member of your party suffer illness, personal injury or death whilst overseas arising out of any activity which does not form part of the foreign inclusive holiday arrangements or excursion arranged through us,

we shall, at our discretion offer advice, guidance and assistance to help you in resolving any claim you may have against a third party, provided we are advised of the incident within 90 days of the occurrence. Where legal action is contemplated our authority must be obtained prior to commencement of proceedings and be subject to your undertaking to assign any costs recovered or any benefits received under an appropriate insurance policy to ourselves and this assignment is limited to the amount of costs actually and reasonably incurred by us in assisting you. Our costs in respect of the above on behalf of you and your party shall not exceed £5000.00 in total. The company does not accept liability for travel documents which are not received due to failure of a third party supplier to fulfil their obligations e.g. the post office, courier etc. Copies of the terms and conditions of our suppliers and carriers and copies of relevant international conventions shall be made available on request from LM Travel Services Limited.

### **9. Claims and Complaints**

If you have a complaint whilst on holiday you must tell the relevant supplier (e.g. hotel) or our agent immediately. Most problems can be solved on the spot but if after you return home you are still not satisfied you must write to our customer relations department in London on your return. It is unlikely that you will have a complaint that cannot be settled amicably between us, however, if this is not the case any dispute arising out of, or in connection with this contract, may (if you wish) be referred to Arbitration under a special scheme, which, though devised by arrangement with the Association of British Travel Agents, is administered quite independently by the Chartered Institute of Arbitrators. The scheme provides for a simple and inexpensive method of arbitration on documents alone with restricted liability of the client in respect of costs. The scheme does not apply to claims for an amount greater than £5,000.00 per person or £15,000.00 per booking form or to claims which are solely or mainly in respect of physical injury or illness or the consequences of such injury or illness, although it does include claims with an element of injury or illness up to £1,000 on that element. Written notice requesting Arbitration must be made within 9 months after the scheduled date of return from holiday.

### **10. Brochures and Web Sites**

Every effort has been made to ensure the accuracy of descriptions and information. However, we are not always able to control all the components of the holiday arrangements and it is possible that an advertised facility may be withdrawn or changed, due to weather conditions, lack of demand or for maintenance, renovations etc...We will advise you if we become aware of a major changeWe will make all reasonable efforts to inform you of any changes at any stage in your booking prior to travelWe will advise you if we become aware of a major change (eg a change of resort, hotel, or a change of flight time of more than 12 hours, and if any changes occur after you have confirmed booking you should refer to clause 5 of these Terms and Conditions for the options available to you in these circumstances.

### **11. Passport/Visas/Health requirements**

We can only advise of the requirements for British and Irish passport holders. All requirements should be checked with the relevant Embassy of the destination country. A valid 10-year passport is necessary for all our holidays. Some overseas countries have an immigration requirement that your passport is valid for a minimum period after you enter that country, typically 6 months. If your passport is in its final year of validity, we advise you confirm the requirements of the destination before making final travel plans. You should apply for a passport or to renew an expired passport at least four weeks before traveling.

The UK Passport Agency can provide further information at: [www.ukpa.gov.uk](http://www.ukpa.gov.uk)

Passports for children and young people:

Children not already included on a valid British passport will need to hold their own passport if they are to travel abroad. Children who were included on a passport before 5 October 1998 may continue to travel with the passport holder until:

\* The child reaches the age of 16;

or\* The passport on which the child is included expires;

or \* The passport on which the child is included is replaced or an amendment results in the issue of a new passport

Names: The name on the passport must match the name on the ticket, otherwise you may not be able to travel and insurance may be invalid. If, after booking a holiday but before traveling, any member of your party changes their name, e.g. as a result of getting married, we must be notified immediately so that we can make the necessary changes to your holiday documentation.

#### **Visas:**

You should contact your Embassy for information and advice on the visa requirements of the countries you propose to visit. Please note: Passport and visa regulations can change and you should therefore check with the relevant embassy well in advance of travel, even if you have traveled to this destination before. It is your responsibility to be in possession of a valid passport and, if appropriate, a visa. It can often take some time to obtain a visa, so you are advised to apply in plenty of time. We accept no responsibility for customers who do not possess the correct documents.

Health facilities, hygiene and disease risks vary worldwide. You should take health advice about your specific needs as early as possible. Sources of information include the Department of Health's free leaflet "Health Advice For Travellers", your GP or a specialist clinic. Please note that you are strongly advised against scuba diving for 24hrs before travelling by air. For the most up-to-date essential information on your choice of destination and to ensure you make the most of your trip abroad, we recommend you visit the Foreign Commonwealth Office (FCO) website at [www.fco.gov/uk/knowbeforeyougo](http://www.fco.gov/uk/knowbeforeyougo)

#### **12. Insurance**

You must in all cases take out adequate travel insurance through the company, the travel agent or other approved insurance supplier.

#### **13. LM Travel Services Limited - Data Protection Policy**

Please find below our privacy policy which shall be deemed to be incorporated into these terms and conditions. LM Travel Services Limited takes the privacy of its customers' data very seriously. Please read the following policy to understand how we will treat your personal data after it has been collected by us through your use of one of our distribution channels. Those distribution channels will include our website, our WAP, PDA and digital TV services our Interactive Voice Recognition software and other channels as they evolve. If this policy changes then we will let you know via our homepage but we assure you that we only use your data as specified here and for our legitimate business reasons.

When do we collect data?

We can collect data on you from a variety of different sources these include:

1. When you purchase products or services from the site or via any of our other distribution channels;
2. When you become a subscriber;
3. When you speak to our customer services personnel;

4. Via explicit data capture measures, for example by entering competitions and completing surveys; and
5. Via implicit data capture measures such as studying which pages you read the most and the use of cookies.

In any of the above cases the data we collect could be personal data.

What do we do with your personal information?

When you buy anything via the site or give us any personal data as indicated above, we may need to collect information about you to process the transaction, fulfill your order and provide you with the services you expect then and in the future. This information may include, but is not limited to, details such as your name, your address, your phone number and your credit card details.

Unless we have your express consent we will only disclose personal data to third parties if this is required for the purpose of completing your transaction with us. This is of course subject to the proviso that we may disclose your data to certain permitted third parties, such as members of our own group, our own professional advisers who are bound by confidentiality codes, and when we are legally obliged to disclose your data.

By becoming a subscriber you consent to receive from us by e-mail our e-newsletter and details of other special offers which we may think may be of interest to you.

LM Travel Services Limited retains and uses your personal information to provide you with the best remote commerce (including electronic and mobile commerce) experience by providing you with a personalised service and to give you details of offers which we think will be of interest to you. We may also use the information to process any transactions you undertake with us and for internal administration and analysis. For quality assurance and training reasons we record most of the calls you make to us.

We do not sell, rent or trade your personal information to third parties for marketing purposes without your express consent.

For any of the above purposes we may send your information internationally including to countries outside the EEA. Some of these jurisdictions offer differing levels of protection of personal information, not all of which may be as high as the UK.

### **Cookies**

Cookies are small files which are sent to your browser and stored on your computer's hard disc. Whenever you visit LM Travel Services Limited websites and unless you elect not to receive cookies, then your computer will store an identifying code in the cookie which may mean you do not need to type in your email address each time you return to the site. Other than this, we do not store your password or any other information in the cookie, or use it for any other purpose. Our third-party advertiser may place or recognise a unique cookie on your browser. You can at any time set your browser to notify you before you receive a cookie, giving you the opportunity to decide whether to accept it. You can also set your browser to turn off cookies.

### **Third Party Advertising**

The ads appearing on this Web site are delivered to you, on our behalf, by our Web advertising partner. Information about your visit to this site, such as number of times you have viewed an ad (but not your name, address, or any other personal information), is used to serve ads.

### **Data**

In the UK we operate and are registered in accordance with applicable data protection legislation.

## **Consent**

By disclosing your personal information to us using this website or over the telephone, you consent to the collection, storage and processing of your personal information by LM Travel Services Limited in the manner set out in this Privacy Policy. Some information and e-mails sent to LM Travel Services Limited may be used as testimonials but no e-mail address or contact details will be displayed. Opt-Out Policy

The LM Travel Services Limited Newsletter subscribers have the option to opt-out of receiving further information from us. [Click here to unsubscribe.](#) [Change/Modify Details.](#) To change your e-mail address details send an e-mail with your correct details to: [marketing@lastminute.com](mailto:marketing@lastminute.com). If you need to Modify or Change your personal details after you have made a purchase on the site please contact us as soon as possible.

## **Contact**

If you have any questions or concerns about the information we hold about you, you can also contact us.

### **14. Unreasonable Behaviour**

If in the reasonable opinion of a person in authority including a pilot or captain you are not fit to travel, he or she may refuse to let you board the aircraft or train or ship. Normally this happens if such a person thinks you are likely to disturb or harm other passengers. In this case your contract with us will end immediately and we will no longer be responsible for you. In addition if your behaviour is such that an hoteliers reasonable opinion leads him or her to the view that they are unable to accommodate you, you may be asked to leave the hotel. In this instance no refund for lost nights accommodation will be made and the cost of any other accommodation or travel expenses will be absolutely your responsibility

We will also hold members of your party jointly and individually liable for any damage to the property, together with legal costs incurred in pursuing the claim We can not be held responsible for the behaviour or actions of other individuals or guests who have no connection with your holiday arrangements or ourselves.

### **15. Jurisdiction**

This contract is made on the terms of these booking conditions which are governed by English Law and both parties shall submit to the jurisdiction of English Courts at all times unless the consumer chooses the jurisdiction of their domicile in Scotland or Northern Ireland.

## **4. HOTELS**

**Please note:** Photo identification of the person whose name is on the booking must be provided when checking in.

1. In the event that you would like to cancel or amend your hotel booking, the hotel's cancellation policy will be available on your confirmation email or as stated at the time of booking.

If the cancellation policy is not displayed within your confirmation email and you wish to cancel your reservation, it is your responsibility to notify [lastminute.com](http://lastminute.com) verbally or in writing at least 48 hours prior to the expected check in date.

[lastminute.com](http://lastminute.com) applies an amendment fee of £20 per booking for any modifications, changes or cancellations to your reservation. This will be regardless of the price of your reservation. Any booking fees or credit card charges are non-refundable.

In addition to the lastminute.com charges, most hotels may also have a penalty or cancellation fee for any changes or cancellations to reservations. This can be calculated from the date of amendment / cancellation to the date of arrival, alternatively one set fee. Customer Services will advise you if you decide to proceed with the changes.

If you send us your cancellation in writing, cancellation is not immediate, lastminute.com will respond to you within 6 hours of receipt of your email. Please note that individual hotel cancellation policies can vary. Please take this 6 hour turn around time into consideration when putting your cancellation in writing.

2. All hotel discounts advertised are based on the discounts from the full "rack rate" including VAT and are correct at the time the offers are first advertised on any Channel. However, please note that some hotels in other countries may also charge local or other taxes, which may not be included in the offer.
3. "Rack rate" is the rate published by a hotel which is the maximum it will charge for any room.
4. If you wish to cancel your hotel room, please contact us through our purchase history contact forms. In the event of cancellation for whatever reason you shall be liable to pay lastminute.com an administration fee of £20. This could be in addition to any cancellation charge any hotel may impose.
5. Prices stated are on per room, per night basis and include VAT unless otherwise stated.  
Please be aware that the hotel room photos are only a depiction of the type of rooms on offer and may not represent the actual room described.
6. Unless otherwise stated, breakfast, lunch and dinner are not included.
7. Star ratings may differ according to the country where the hotel is located and are out of the control of lastminute.com. Please note that all ratings shown on the website are lastminute.com ratings and not official ratings. Therefore lastminute.com cannot be held responsible for any misconceptions relating to star ratings.
8. Please note foreign hotel room advertisements displayed on the UK website of lastminute.com may have room rates identified in both GBP sterling as well as the local currency, or any other currency as requested by the specific hotel supplier. Unless stated otherwise, at the time of final payment, the room rate you will be charged by the hotel shall be as expressed in the local currency (or in any other currency as determined by the hotel) and not in GBP sterling. Please be aware any subsequent conversion of the local currency to GBP sterling by the hotel on your behalf may differ from the GBP sterling room rate advertised on the UK website of lastminute.com.
9. Whilst every effort has been made to ensure accuracy and availability, some errors might still occur. Once aware of such incidents we will make all reasonable effort to advise you within 48 business hours of the booking being made. We reserve the right to cancel the reservation and refund all monies paid, but this of course will be without any liability to you.
10. In the unlikely event of the supplier cancelling or amending your reservation after the booking has been made, we will make all reasonable effort to advise you as soon as possible. Should the supplier be unable to fulfil your hotel reservation, you will have the choice of accepting an offered alternative or cancelling your reservation with a full refund of all monies paid. In cases where the supplier is unable to provide an alternative, we reserve the right to cancel your reservation with a full refund.

## **5. EUROSTAR TRAIN BOOKINGS**

1. When you purchase a Eurostar journey please remember that, in addition to these terms, you will be subject to the terms and conditions of Eurostar. Please contact our Customer Services who will be able to provide those terms and conditions to you.
2. Where Eurostar allows you to cancel or modify a reservation you must contact lastminute.com in writing of such a request. Unless we receive such a written request lastminute.com will be unable to effect that request. Please note that because the contract for the reservation is between you and Eurostar, lastminute.com have no discretion in deciding whether the reservation can be cancelled or modified.
3. Any visa, passport and inoculation requirements are your responsibility and failure to obtain the relevant documentation is not the responsibility of lastminute.com.
4. Most Eurostar tickets are generated as 'e-tickets'. This means that you will have to pick up your ticket at your point of departure. Don't worry; we will make sure you know exactly where to pick up your tickets.
5. If you wish to collect your Eurostar ticket(s) from the automatic ticket machines/BLS at a French station, please note the following conditions: a French credit or debit card must be used for payment. American Express credit cards cannot be used for payment. The total value of the tickets purchased does not exceed 800 Euros (£800).

## **6. AIRPORT CAR PARKING**

1. Airport Car Parking products are provided through our partner A2B Airport Parking Limited, a company registered in England under company number 7416622 and whose registered address is 1st floor, West Lodge, Station Approach, West Byfleet, Surrey KT14 6NG. Any bookings for airport car parking product will be made in accordance of their terms and conditions which can be found [here](#).

## **7. CAR HIRE**

1. If you made a car hire reservation on or before 25 June 2013 on any Distribution Channel, the reservation services were provided by Holiday Autos (UK & Ireland) Limited, who was a member of the lastminute.com Limited group of companies.  
[View Holiday Autos \(UK & Ireland\) Limited's Terms and Conditions.](#)

If you make a car hire reservation on any Distribution Channel after 25 June 2013, the reservation services are provided by Etrawler, trading as CarTrawler. Etrawler's terms and conditions can be found on the purchase path when making a car hire reservation. [View Etrawler's \(UK & Ireland\) Limited's Terms and Conditions.](#) Please note, if you booked your car hire combined with a flight, or flight plus hotel package, then we advise you contact lastminute.com customer services direct if you wish to cancel or amend your car hire booking.

## **8. TRAVEL INSURANCE**

1. Please note that the sale of travel insurance on the lastminute.com website is administered by our partner Mondial Assistance (UK) Limited (trading as Allianz Global Assistance), 102 George Street, Croydon, CR9 1AJ. The contract is subject to terms and conditions, which are accessible during the booking process. You can contact them on 020 8666 9298 or email at [insurance@allianz-assistance.co.uk](mailto:insurance@allianz-assistance.co.uk). Unless agreed otherwise, English law will apply and all communications and documentation in relation to this policy will be in English. In the event of a dispute concerning this policy the English courts shall have exclusive jurisdiction.

## **9. CARBONWISE**

1. Carbonwise is a service provided by Climate Care Trust Limited on whose behalf lastminute.com acts as agent. The contract for carbonwise is therefore between you and Climate Care and is subject to their terms and conditions which are detailed below. Please make sure you read them carefully before purchasing Carbonwise.

2. **Climate Terms and Conditions**

Climate Care Trust Limited is a company registered in England and Wales with registered number 3369922. Its registered address is 112 Magdalen Road, Oxford, OX4 1RQ.

Any order placed by you for carbonwise on the lastminute.com website shall be deemed an offer by you to purchase carbonwise subject to these booking conditions. lastminute.com is free to accept that order on behalf of Climate Care and will do so by sending you a confirmation email confirming your purchase of carbonwise and concluding your contract with Climate Care.

3. **Emissions Calculations**

Climate Care uses its best endeavours to base its emissions calculations on the most up to date emissions factors published by reputable sources. These emissions factors can and do change over time. If new information is published, Climate Care will not assume a responsibility to alter its emissions reductions liability for calculations that it has done in the past.

4. **Sales**

When a carbonwise customer makes a payment to offset his CO2 emissions Climate Care will add the CO2 emissions to the customer's liabilities and will fund projects on the purchaser's behalf that will make a reduction in atmospheric greenhouse gas concentrations over time compared to a business as usual scenario. The customer will not receive title to the emissions reductions achieved by any of Climate Care's emission reduction projects. Climate Care undertakes not to sell any emissions reduction to more than one party.

5. **Verification**

Each of Climate Care's projects has its emissions reductions monitored by a third party to the standards required by its Environmental Steering Committee.

## **10. EXPERIENCES**

1. Experience products are provided by our partner Acorne plc (a company registered in England under company number 2409444 and whose registered address is at Acorne House, 9 Lane End Business Park, Lane End, High Wycombe, Buckinghamshire, HP14 3BY, United Kingdom). When you book an experience product, the contract for the experience product is between you and Acorne plc. The terms and conditions of this contract can be found [here](#).
- 2.

## **11. RESTAURANTS**

1. The standalone restaurant date and time reservation service on the lastminute.com website is provided by toptable.co.uk Limited a company incorporated in England & Wales with registered number 03914016 whose registered office is at 5 New Street Square, London, EC4A 3TW, along with its parent company, subsidiaries or other affiliated companies (collectively, "toptable"). When you make a restaurant reservation, the toptable User Agreement and policies referred to therein apply. The terms and conditions of this User Agreement can be found [here](#).

### **RESTAURANT & EVENTS PACKAGES**

1. For the avoidance of doubt, lastminute.com acts as a disclosed agent for third party restaurants and event ticket suppliers. What this means is that the contract for a lastminute.com pre-packaged restaurant and event package, comprising a restaurant booking and event tickets via any of the Channels ("Restaurant and Event Package") is between you and the restaurant and event ticket supplier. There may also be additional terms and conditions governing this contract. Please make sure that you have read these terms and conditions before completing your transaction with us. You can easily request them from our Customer Services .
2. When you purchase a Restaurant and Event Package you will be required to pay the full amount of the Restaurant and Event Package to lastminute.com at the time of making your booking.
3. Restaurant and Event Packages are non-refundable. Any cancellations will incur a 100% cancellation fee.
4. Any additional food and/or beverage purchases over and above what is included in your Restaurant and Event Package must be paid directly to the restaurant and/or event venue.
5. To claim your table reservation and event tickets, please present a copy of your confirmation email and the credit/debit card you made the booking with via the Channels when arriving at the restaurant and event venue. If you don't have a printer, make a note of the order number at the top of your confirmation email and present this with your credit/debit card.
6. Please ensure you arrive at the restaurant or event venue in plenty of time
7. Please see the Tickets section for additional Terms and Conditions.

## **12. MEAL DEAL PACKAGES**

1. For the avoidance of doubt, lastminute.com acts as a disclosed agent for third party restaurants and event ticket suppliers. What this means is that the contract for a lastminute.com pre-packaged restaurant and event package, comprising a restaurant booking and event tickets via any of the Channels ("Restaurant and Event Package") is between you and the restaurant and event ticket supplier. There may also be additional terms and conditions governing this contract. Please make sure that you have read these terms and conditions before completing your transaction with us. You can easily request them from our Customer Services .
2. When you purchase a Restaurant and Event Package you will be required to pay the full amount of the Restaurant and Event Package to lastminute.com at the time of making your booking.
3. Restaurant and Event Packages are non-refundable. Any cancellations will incur a 100% cancellation fee.
4. Any additional food and/or beverage purchases over and above what is included in your Restaurant and Event Package must be paid directly to the restaurant and/or event venue.
5. To claim your table reservation and event tickets, please present a copy of your confirmation email and the credit/debit card you made the booking with via the Channels when arriving at the restaurant and event venue. If you don't have a printer, make a note of the order number at the top of your confirmation email and present this with your credit/debit card.
6. Please ensure you arrive at the restaurant or event venue in plenty of time
7. Please see the Tickets section for additional Terms and Conditions.

## **13. THEATRE, ENTERTAINMENT & MUSIC TICKETS**

1. In most cases for the sale of Tickets lastminute.com is acting as a disclosed agent for a supplier, promoter, team, band or venue ("Supplier"). You will usually be able to find the name and address of the Supplier on the more info section relating to each product, and in all cases in your confirmation email.
2. The contract governing the purchase of the Tickets will contain the terms and conditions of the Supplier. This will mean that ultimately any decisions on cancellation, exchanges and refunds will belong to the Supplier. Please contact Customer Services for details of relevant terms and conditions.
3.  All Ticket prices that are displayed show separately the face value of the Tickets, any applicable payment processing fees, booking fees and any applicable dispatch or handling charges. All prices are inclusive of any applicable VAT.
4.  All Ticket sales via the Channels may be subject to a per ticket Booking Fee. Tickets will be delivered by one or more of the following: Royal Mail ordinary post, special delivery or available at the box office. If you have not received your Ticket within 48 hours of the event, performance or activity, please contact us via the purchase history online forms. If Tickets that are despatched by Special Delivery are returned as "addressee unknown", we reserve the right to cancel the Ticket booking.

5. ☐ If it becomes impractical to post Tickets, due to the proximity of an event, performance or activity or in circumstances beyond our control, we reserve the right to make Tickets available for collection at the venue immediately prior to the event, performance or activity. You will be notified by phone, email or in writing (using the details provided at the time of booking) if this becomes necessary.
6. In absence of any negligence or other breach of duty by the Supplier or its employees and agents, you will be responsible for any loss, theft or damage to your Tickets. In the event your Ticket is lost, stolen, damaged or destroyed, please contact us via the purchase history online forms so that we can contact the Supplier on your behalf.
7. As a ticketing agent we do not have any role in setting Ticket prices or determining seat locations. Upon receipt, please check the details of your Tickets as mistakes cannot always be rectified. The Ticket holder has a right only to a seat of a value corresponding to that stated on the Ticket and the Supplier reserves the right to provide alternative seats to those specified on the Ticket.
8. Tickets are sold subject to the terms and conditions of the Supplier. Relevant details are listed in the product information or in the more info section relating to each Ticket. Should you require any further details, please contact the Supplier directly.
9. In exceptional circumstances, the Supplier may reserve the right to make minor alterations to the advertised arrangements and to request latecomers to await admission until a convenient break, but admission cannot always be guaranteed.
10. It is your responsibility to check whether an event, performance or activity has been cancelled or rescheduled. lastminute.com will use its reasonable efforts to contact you in the event of cancellation once we have received the relevant authorisation from the Supplier.
11. The Supplier reserves the right to refuse you admission if in its reasonable opinion, your admission to the venue might be a risk to (a) the safety of the audience and/yourself; and/or (b) affect the enjoyment of members of the audience; and/or (c) affect the running of the event, performance or activity for example if you act aggressively and/or appear to be under the influence of drink and/or drugs. Should this occur you will not be entitled to a refund.
12. Events, performance or activities may be cancelled or postponed by the Supplier for a variety of reasons. In this event, lastminute.com will not be held responsible for any such cancellations or postponements.
13. You should be entitled to a full refund from the Supplier and if applicable, any Booking Fee if the event, performer, or activity is cancelled, rescheduled or if there is a material change to the subject matter of the Ticket contract, that is what you have contracted to see, hire or participate in. Please contact us via the purchase history online forms for information on receiving a refund from the Supplier.
14. In the event of breach of the contract by the Supplier, the Supplier shall not be liable for any loss, damage, cost or expense arising out of the breach which was not reasonably foreseeable by the Supplier at the date of the contract for the sale of Tickets, except in respect of death or personal injury resulting from any act or omission on the part of the Supplier.
15. If your Ticket is re-sold or transferred for profit or commercial gain by anyone other than lastminute.com, the event promoter or venue or one of their authorised sub-agents, it will become voidable and the Ticket holder may be refused entry or ejected from the venue.
16. The unauthorised use of photographic and sound or film recording equipment is prohibited. Tapes or films may be destroyed. Laser pens, mobile phones, dogs (except guide dogs) and your own food and drink may also be prohibited (please check with the venue).

17. Ticket holders consent to filming and sound recording as members of the audience.
18. There will be no pass-outs or re-admissions of any kind. Official merchandise is usually only available inside the venue.
19. The Ticket holder must comply with all relevant statutes, venue regulations and safety announcements whilst attending the event, performance or activity.
20. Where an age restriction applies for an event, performance or activity, this will be clearly indicated during the Ticket booking process. Please ensure that you carry proof of age if appropriate.

## **14. ENTERTAINMENT PACKAGING**

### **1. Your Contract**

When you create your own entertainment package (for example when you package together two or more of an entertainment ticket, flight, hotel or carhire) on the lastminute.com site (or any other site using the lastminute.com dynamic packaging technology) your contract will be with LM Travel Services Limited ("we", "us") which is part of the lastminute.com Limited group. LM Travel Services Limited hold an Air Travel Organisers License (ATOL 3970) for your financial security and are members of ABTA (E7760). When booking entertainment package arrangements our contract with you begins when you receive the confirmation e-mail stating that we have received your order. Once the contract is made we are responsible for providing the entertainment package you have booked and you are responsible to us to pay for them. In parties of two or more people the person who makes the booking accepts responsibility for making payments to us for all members of the party.

### **2. Consumer Protection**

Entertainment packages which include a flight booking on this web site are ATOL Protected, since we hold an Air Travel Organiser's Licence granted by the Civil Aviation Authority. Our ATOL number is ATOL 3970. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking. For further information visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk).

### **3. How To Make a Booking**

To secure a booking you must fill in all the relevant fields on the online booking form and then wait for us to send you an e-mail confirming that booking.

### **4. Payments**

Unless otherwise specified on the website we take full payment by credit / debit card for your entertainment package when you book. PLEASE NOTE: The Destination Group does not accept payment using third party credit/debit cards. Only travelling passengers can make payments using their own credit/debit card.

### **5. Additional Charges**

We reserve the right to change our prices at any time before you book. If we do you will be told of the revised price applicable to your booking before you commit yourself. As soon as you have paid full payment and your entertainment package arrangements have been confirmed we guarantee that from 30 days before your departure date that the price of your entertainment package will not be subject to any surcharges excepting for:

- variations in transportation costs, including the cost of fuel;

- variations in dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports;

and that within 30 days of your departure date we guarantee that the price of your entertainment package will not be subject to any surcharges. Should the above mentioned price variations be downward then the price of your entertainment package will be accordingly reduced and any refund due paid to you. If the above price variations mean that the cost of your entertainment package goes up, we will absorb, and you will not be charged for, any increase equal to up to 2% on your entertainment package price. You will only have to pay the amount over and above that 2% of the entertainment package price. If the above price variations increase the price of your entertainment package by more than 10% you will be entitled to;

- take our offered substitute package of equivalent or superior quality if we are able to provide one;
- take our offered substitute package of lower quality if we are able to provide one and accept a refund from us of the difference in price between the price of the package purchased and the substitute one offered;
- cancel your entertainment package with a full refund of all monies paid;

We will also pay appropriate compensation for SIGNIFICANT CHANGES or cancellation of your entertainment package arrangements unless the change to or cancellation of your arrangements occurs by reason of unusual and unforeseeable circumstances beyond our control or that of our suppliers, the consequences of which could not have been avoided even if all due care had been exercised such as war, a state of war, riot, fire, civil strife, industrial action, terrorist activity, natural or nuclear disaster, adverse weather conditions or other conditions amounting to force majeure. In these circumstances we will also not pay any resulting expenses or additional costs. Where compensation is due, we will pay you the following amounts, unless you can prove a greater loss (where a greater compensation payment may be due):

<b>Time before your entertainment package begins when we tell you about a significant change</b>	<b>Compensation per person</b>
More than 56 days	Nil
43 - 56 days	10
29 - 42 days	20
15 - 28 days	30
14 days or less	50

## 6. Changes or Cancellation By Us

It is very unlikely that we will have to make any changes to, or to cancel, your entertainment package. However, we do plan arrangements a long time in advance and we use the services of independent suppliers, such as hotels, airlines etc, over whom we have no direct control. If it is the case that changes need to be made, or we need to cancel your arrangements, we reserve the right to do so at any time. Most of these changes are minor, and we do not pay compensation for minor changes, but whenever possible we will advise you. Any flight timings and carriers in the brochure or on our websites are subject to change as a result of airline procedures and these details are given for guidance only. Final details will be shown on your tickets.

If a SIGNIFICANT CHANGE to your entertainment package occurs or becomes necessary, we will inform you as soon as possible if there is time before departure. When a SIGNIFICANT CHANGE occurs (such as a change of venue, hotel or a change of flight time of more than 12 hours) or we have to cancel your arrangements, you will have the choice of:

- accepting the change of arrangements
- taking our offered substitute package of equivalent or superior quality if we are able to provide one

- taking our offered substitute package of lower quality if we are able to provide one and accept a refund from us of the difference in price between the price of the package purchased and the substitute one offered
- cancelling your entertainment package with a full refund of all monies paid

We will also pay appropriate compensation for SIGNIFICANT CHANGES or cancellation of entertainment packages unless the change to or cancellation of your arrangements occurs by reason of unusual and unforeseeable circumstances beyond our control or that of our suppliers, the consequences of which could not have been avoided even if all due care had been exercised such as war, a state of war, riot, fire, civil strife, industrial action, terrorist activity, natural or nuclear disaster, adverse weather conditions or other conditions amounting to force majeure. In these circumstances we will also not pay any resulting expenses or additional costs. Where compensation is due, we will pay you the following amounts, unless you can prove a greater loss (where a greater compensation payment may be due):

<b>Time before your entertainment package begins when we tell you about a significant change</b>	<b>Compensation per person</b>
More than 56 days	Nil
43 - 56 days	10
29 - 42 days	20
15 - 28 days	30
14 days or less	50

#### 7. **Changes By You**

If after our confirmation has been issued you wish to change any part of your entertainment package arrangements, we will make every effort to help you do this, subject to availability and the type of ultimate product suppliers (promoters, theatres, car-hire companies, hotels etc), you have chosen and their cancellation/change charges details of which will be provided to you on request at any time including prior to booking. If you want to change any details regarding your flight reservation, airline rules mean that we may have to cancel your original flight and purchase a new one and you will be required to pay the full flight cost again. We will charge you an administration charge of £45.00 per change per booking, and you will be liable to pay the hotel, car-hire, airline or other ultimate product charges resulting from your changes. NB: Once Airline Tickets are issued, usually 28 days prior to departure, changes are not permitted. Changes after airline tickets are issued will result in a 100% cancellation charge.

#### 8. **Cancellation By You**

If you wish to cancel your entertainment package for any other reason than for their being additional charges (see clause 4) or alterations (clause 5) we must be notified in writing. Cancellation will be deemed to occur on the day we receive this cancellation request so you may want to use recorded delivery. As this incurs administrative costs we will charge you an administration charge of £45.00 per person per booking, and you will be liable to pay the venue, theatre, hotel, car-hire, airline or other charges levied on us as a result of your cancellation, in regard to which we will take all reasonable steps to ensure are kept to a minimum. After ticket issue cancellation will result in a loss of 100% of total cost of all arrangements in most cases.

You will have the opportunity to see specific cancellation charges at the time of booking and copies of all suppliers terms and conditions relating to your booking are available on request at any time. For example if you have included car hire as a component in your package entertainment package there are both additional terms and cancellation charges, they are detailed in clause 16 below. In addition if you have booked a tour and/or an excursion the cancellation charges (imposed upon us by our suppliers) are likely to be 100%.

If you have taken out travel insurance and the reason you are cancelling is covered by that insurance, you should be able to obtain payment of these cancellation charges (after deducting any part of the claim which

the insurance company insists you pay) from your insurance company. You must pay the cancellation charges first. Please make sure you get written confirmation of your cancellation from us - this proves we have received your cancellation and you will need it to make a claim on your insurance.

#### **9. Company's Liability to You**

We accept liability for matters which arise as a result of our negligence and/or breach of our contractual duty to exercise care in making arrangements for you, including any acts or omissions by our employees or agents. We also accept liability for any negligent act or omission of our suppliers who may operate elements of your entertainment package arrangements, including any claim involving death, personal injury or illness. However, in respect of carriage by air, sea and rail the company limits its liability to the extent of the relevant international convention. You are subjected to the terms and conditions of the carriers concerned some of which exclude or limit liability in respect of death, injury, delay and loss or damage to baggage. It is also important to note that if delays, diversions or rescheduling or cancellation of your arrangements occurs by reason of unusual and unforeseeable circumstances beyond our control or that of our suppliers, the consequences of which could not have been avoided even if all due care had been exercised such as war, a state of war, riot, fire, civil strife, industrial action, terrorist activity, natural or nuclear disaster, adverse weather conditions or other conditions amounting to force majeure we will not be liable. In these circumstances we will also not pay any resulting expenses or additional costs.

#### **10. Claims & Complaints**

If you have a complaint regarding the entertainment package you must tell the relevant supplier (e.g. hotel) or our agent immediately. Most problems can be solved on the spot but if after you return home you are still not satisfied you must write to our customer relations department on your return. It is unlikely that you will have a complaint that cannot be settled amicably between us, however, if this is not the case any dispute arising out of, or in connection with this contract, may (if you wish) be referred to Arbitration under a special scheme, which, though devised by arrangement with the Association of British Travel Agents, is administered quite independently by the Chartered Institute of Arbitrators. The scheme provides for a simple and inexpensive method of arbitration on documents alone with restricted liability of the client in respect of costs. The scheme does not apply to claims for an amount greater than £5,000.00 per person or £15,000.00 per booking form or to claims which are solely or mainly in respect of physical injury or illness or the consequences of such injury or illness, although it does include claims with an element of injury or illness up to £1,000 on that element. Written notice requesting Arbitration must be made within 9 months after the scheduled date of return from the entertainment package.

#### **11. Brochures & Websites**

Every effort has been made to ensure the accuracy of descriptions and information. However, we are not always able to control all the components of the entertainment package arrangements and it is possible that an advertised facility may be withdrawn or changed, due to weather conditions, lack of demand or for maintenance, renovations etc. We will advise you if we become aware of a major change. We will make all reasonable efforts to inform you of any changes at any stage in your booking prior to travel. We will advise you if we become aware of a major change (eg a change of venue, hotel, or a change of flight time of more than 12 hours, and if any changes occur after you have confirmed booking you should refer to clause 5 of these Terms and Conditions for the options available to you in these circumstances.

#### **12. Passports, Visas & Health Requirements**

Where your entertainment package includes overseas travel, we can only advise of the requirements for British and Irish passport holders. All requirements should be checked with the relevant Embassy of the destination country. A valid 10-year passport is necessary for all our entertainment packages. Some overseas countries have an immigration requirement that your passport is valid for a minimum period after you enter that country, typically 6 months. If your passport is in its final year of validity, we advise you confirm the requirements of the destination before making final travel plans. You should apply for a passport or to renew an expired passport at least four weeks before traveling. The UK Passport Agency can provide further information at: [www.ukpa.gov.uk](http://www.ukpa.gov.uk)

**Passports for children and young people:**

Passports for children and young people: Children not already included on a valid British passport will need to hold their own passport if they are to travel abroad. Children who were included on a passport before 5 October 1998 may continue to travel with the passport holder until: \* The child reaches the age of 16; or\* The passport on which the child is included expires; or \* The passport on which the child is included is replaced or an amendment results in the issue of a new passport.

**13. Names**

The name on the passport must match the name on the ticket, otherwise you may not be able to travel and insurance may be invalid. If, after booking a entertainment package but before traveling, any member of your party changes their name, e.g. as a result of getting married, we must be notified immediately so that we can make the necessary changes to your entertainment package documentation.

**14. Visas**

You should contact your Embassy for information and advice on the visa requirements of the countries you propose to visit. Please note: Passport and visa regulations can change and you should therefore check with the relevant embassy well in advance of travel, even if you have traveled to this destination before. It is your responsibility to be in possession of a valid passport and, if appropriate, a visa. It can often take some time to obtain a visa, so you are advised to apply in plenty of timeWe accept no responsibility for customers who do not possess the correct documents.

**15. Health**

Facilities, hygiene and disease risks vary worldwide. You should take health advice about your specific needs as early as possible. Sources of information include the Department of Health's free leaflet "Health Advice For Travellers", your GP or a specialist clinic. Please note that you are strongly advised against scuba diving for 24hrs before travelling by air.For the most up-to-date essential information on your choice of destination and to ensure you make the most of your trip abroad, we recommend you visit the Foreign Commonwealth Office (FCO) website at [www.fco.gov/uk/knowbeforeyougo](http://www.fco.gov/uk/knowbeforeyougo)

**16. Insurance**

You must in all cases take out adequate travel insurance through the company, the travel agent or other approved insurance supplier.

## **15. SPA**

1. Spa products are provided through our partner Wahanda (the trading name of Hotspring Ventures Limited, a company incorporated in England under company number 06457679 and whose registered address is 1 Regent Street (c/o Calder & Co), London SW1Y 4NW ). Any bookings for spa products will be made in accordance of their terms and conditions which can be found here

## **16. MISCELLANEOUS**

1. You accept financial responsibility for all transactions made under your name or account.
2. In order to make a purchase you must be over 18 years old be purchasing for yourself and have the legal capacity to make the transaction.
3. You must make sure that all the information you provide to us is true and accurate.
4. You must not use the website for speculative, false or fraudulent bookings.
5. Failure to supply the correct credit or debit card billing address information and/or cardholder details may result in delays to the issue of your tickets and may make the fare(s) subject to increase. Please ensure that the details you give match those on your credit card billing statement. We also reserve the right to cancel tickets after issue if payment is declined or incorrect cardholder details and billing information have been supplied. Further, in an effort to minimise the effects of credit card fraud, we reserve the right to carry out random checks, including checks of the electoral roll, and may request you to either fax or post to us proof of your address and a copy of the credit card and recent statement before issuing any tickets.
6. The transmission of threatening, defamatory, pornographic, political or racist material or any material that is otherwise unlawful is expressly prohibited.
7. The site and any content may not be modified, copied, transmitted, distributed, sold, displayed, licensed, or reproduced in any way by you, except if you wish to make copies of the website for your own personal and non-commercial use.
8. This user agreement is between you and lastminute.com and is governed by the laws of England and Wales.
9. If you wish to contact us on any issue detailed in these terms you may do so by contacting our customer services ("Customer Services") by any of the following methods:
  - by online email webform;
  - by writing into our Customer Relations Department on lastminute.com Customer Relations Department, 4th Floor Victoria Gate, Chobham Road, Woking, Surrey, GU21 6JD; or
  - by calling us on 0871 222 3200 (Calls cost 10p per minute plus network extras, international: +44 1483 909 006)
10. In order for us to assist with your query as quickly as possible, please make sure that you have your order number before you call us. In most cases we can only discuss order information with the person who made the booking, or one of the passengers on a booking.

## **17. PROMOTIONAL CODES**

1. Promotional codes provided to you by lastminute.com or its partners or affiliates ("Promo Codes") will have the value, exclusions and limitations as notified to you at the time you were provided with the Promo Code, and may be valid for limited periods.

2. Your use of any Promo Code on the lastminute.com web site (the "Site") is subject to lastminute.com's standard terms and conditions and privacy policy and the terms and conditions of suppliers will apply as usual to any bookings made.
3. The Promo Code is valid only for qualifying purchases made on the Site. A qualifying purchase means the purchase of the specified product or products in accordance with the conditions notified to you at the time you were provided with the Promo Code. A Promo Code may only be used once per qualifying transaction and is applied to the transaction as a whole, not per customer. If a Promo Code is no longer valid upon entry you will be notified.
4. To redeem the Promo Code, you simply type the Promo Code into the promotional code field in the check-out section of the Site, click the validate button and the relevant discount will be automatically deducted from the final price of your qualifying purchase. If you fail to enter the Promo Code at the time of purchase as specified above, your purchase will not be eligible for the discount. Discounts may not be claimed after you have confirmed your purchase on the Site.
5. You may not redeem or exchange the Promo Code or applicable discount for cash. You may not use or combine the Promo Code with any other promotions unless permitted by lastminute.com. If lost or stolen, the Promo Code will not be replaced.
6. lastminute.com prohibits the posting of the Promo Code on the Internet or any public forum, or the forwarding or giving of the Promo Code to any other person.
7. If you wish to change a hotel booking made using a Promo Code after the promotional period for that Promo Code has ended you will be required to repay the amount that we contributed towards your booking as well as any other fees or charges that apply to the change.
8. In the event of any violation of these terms & conditions, lastminute.com reserves all of the rights and remedies available to lastminute.com including charging your payment card for the amount of the discount obtained by your use of the Promo Code, cancelling your reservation without a refund to you, and all other remedies available to lastminute.com.
9. lastminute.com makes no representation and excludes any warranty, express or implied, as to the availability, quality, timeliness, performance or fitness for a particular purpose of a Promo Code or any of the products or services purchased using a Promo Code. In the event that a Promo Code is not functional, your sole remedy, and the sole liability of lastminute.com shall be the replacement of the non-functioning Promo Code.
10. lastminute.com reserves the right to change the Promo Code and these Terms and Conditions from time to time in its sole discretion and to modify, suspend or cancel any Promo Code or related promotion at any time.
11. Users of promo codes must be over 18 and UK residents.