

The following Bookings Terms and Conditions, together with our [Privacy Policy](#) and any other written information we brought to your attention before we confirmed your booking form the basis of your contract with Lightfoot Travel (HK) Ltd ('we', 'our' or 'us'), which is registered in Hong Kong, under company number 53428495-000-12-12-5.

Please read these Booking Terms and Conditions carefully, as they set out set out our respective rights and obligations. In the following terms and conditions 'you' and 'your' means all persons named on the booking, including anyone who is added or substituted at a later date.

By making a booking, the first named person on the booking (the lead client) agrees on behalf of all persons detailed on the booking that:

- a. he/she has read these Booking Terms and Conditions and has the authority to and does agree to be bound by them;
- b. he/she consents to our use of personal data in accordance with our Privacy Policy and is authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable special categories of data (such as information on health conditions or disabilities and dietary requirements);
- c. he/she is over 18 years of age and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services;
- d. he/she accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

## 1. Booking and Payment

a) To book a holiday you must first call us to discuss your itinerary or request a quotation. If you are satisfied with the quotation you should complete, sign and return the booking form to us together with the non-refundable deposit (see below). Written quotations are valid for a period of 20 days from the date of our quotation, unless otherwise indicated.

b) A service fee is chargeable for all bookings and ticketing provided by Lightfoot Travel staff.

c) The deposit, 30% of your total holiday, is non-refundable and will be treated as part payment of the holiday. The deposit amount will be shown on the quotation page of your itinerary and should be paid by the lead client. In addition to the deposit, full or part payment may sometimes be required before the balance due date (such as for flights), where this is the case we will advise you of this requirement before you make your booking. **Please Note: We reserve the right to return your deposit and decline to issue a booking confirmation at our absolute discretion.**

d) Once we receive the deposit we will issue a written confirmation of the booking, at which point a binding contract is formed between you and us. Once we are able to confirm all elements of your holiday booking, a process that may take several weeks, we will send you a confirmation invoice including details of the balance payment.

e) Unless stated otherwise at the time of booking, the balance payment is due no later than 10 weeks prior to departure, or at the time of booking if less than 10 weeks prior to departure. The balance due date will be included in the confirmation invoice (please note that reminders are not sent). If the balance payment

is not received by the due date we reserve the right to cancel your booking and impose the cancellation terms set out in clause 4(c) below.

f) You are required to pay all bank charges for bank transfers. Failure to do so may lead to you being rebilled.

g) We will always quote the price of your holiday by reference to the base currency in which the booking would be made by us, on the date that the quotation is created.

## 2. Accuracy

We endeavour to ensure that all the information and prices both on our website and in any of our advertising material are accurate, however occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the arrangements that you wish to book before you make your booking.

## 3. Pricing

The price of your travel arrangements has been calculated using exchange rates quoted by XE Currency Converter on the date that we create your quotation in relation to currency of the country to which you are travelling.

**We reserve the right to amend the price of unsold holidays at any time and correct errors in the prices of confirmed holidays. We also reserve the right to increase the price of confirmed holidays solely to allow for increases which are a direct consequence of changes in:**

- (i) the price of the carriage of passengers resulting from the cost of fuel or other power sources;
- (ii) the level of taxes or fees chargeable for services applicable to the holiday imposed by third parties not directly involved in the performance of the holiday, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; and
- (iii) the exchange rates relevant to the package.

Such variations could include but are not limited to airline cost changes which are part of our contracts with airlines (and their agents), cruise ship operators and any other transport providers.

However, if this means that you have to pay an increase of more than 8% of the price of your confirmed holiday (excluding any insurance premiums, amendment charges and/or additional services or travel arrangements), you will have the option of accepting a change to another holiday if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid to us, except for any insurance premiums and any amendment charges and/or additional services or travel arrangements. Should you decide to cancel for this reason, you must exercise your right to do so within 7 days from the issue date printed on your final invoice. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy.

Should the price of your holiday go down due to the changes mentioned above, then any refund due will be paid to you less an administrative fee of [HK\$1000]. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

There will be no change made to the price of your confirmed holiday within 20 days of your departure nor will refunds be paid during this period.

**4. Alterations, Transfers of Bookings and Cancellation by you**

a) **Alterations:** If, after we have confirmed a booking, you wish to make alterations to the dates or other details of your booking we will try but cannot promise to meet your request. We require the lead person to notify us of required changes in writing. We reserve the right to charge you an administration charge of 2% of the cost of the total holiday booking for changes. If we can make the requested changes you will be provided with a quote detailing any costs incurred by ourselves and any costs imposed by our suppliers. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible. Where we are unable to assist you and you do not wish to proceed with the original booking we will treat this as a cancellation by you. A cancellation fee may be payable in accordance with clause 4(c).

b) **Transfers of Bookings:** If you or any member of your party is prevented from travelling, that person(s) may transfer their place to someone else, subject to the following conditions:

- (i) that person is introduced by you and satisfies all the conditions applicable to the holiday;
- (ii) we are notified not less than 7 days before departure;
- (iii) you pay any outstanding balance payment, an amendment fee of HK\$750 per person transferring, as well as any additional fees, charges or other costs arising from the transfer; and
- (iv) the transferee agrees to these booking conditions and all other terms of the contract between us.

You and the transferee remain jointly and severally liable for payment of all sums. If you are unable to find a replacement, cancellation charges as set out in clause 4(c) will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

c) **Cancellations:** Cancellations must be notified to us in writing by the lead client and will be effective the day we receive them. As we incur costs from the time of your booking, the following cancellation charges will be payable. We will not refund to you any deposits, administrative fees or alterations fees. You must take out holiday insurance that covers cancellation of your booking. We cannot guarantee any flight refunds.

Should one or more member of a party cancel, it may increase the per person holiday price of those still travelling and you will be liable to pay this increase.

Cancellation charges apply as a percentage of the total holiday price, as follows.

Period before departure in which you notify us of cancellation	Cancellation Charge
More than 3 Months	Deposit or 50% of total holiday price (whichever is greater)
3 Months or less	100% of total holiday price

**Important Note: Certain arrangements may not be amended or transferred after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements.**

All refunds are subject to our service & administration fees, exchange rates and the refund policies of each hotel, airline, and other vendor, some of which have onerous cancellation policies where funds paid are non-refundable. Accordingly, the amount refunded to you may be further reduced as a result of these policies. We strongly recommend that you secure travel insurance that covers lost deposits and cancellation fees.

If you decide during the course of your holiday to abandon

arrangements made by us no liability and no refunds will be made for the service you choose not to take.

**5. Alterations and cancellation by us**

a) It is unlikely we will have to make changes to your travel plans and we do our utmost to deliver the holiday we are contracted to provide. However, as we make arrangements many months in advance we occasionally have to make changes and reserve the right to do so.

b) **Changes:** If we make a minor change to your holiday, we will make reasonable efforts to inform you or your travel agent as soon as reasonably possible if there is time before your departure but we will have no liability to you. Examples of minor changes include alteration of your outward/return flights by less than 24 hours, changes to aircraft type, change of accommodation to another of the same or higher standard, changes of carriers. Please note that carriers such as airlines detailed in your quote or confirmation may be subject to change.

Occasionally we may have to make a significant change to your confirmed arrangements. Examples of "significant changes" include the following, when made before departure:

- (a) A change of accommodation area for the whole or a significant part of your time away.
- (b) A change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away.
- (c) A change of outward departure time or overall length of your arrangements by more than 24 hours.
- (d) A significant change to your itinerary, missing out one or more destination entirely.

c) **Cancellation:** We will not cancel your travel arrangements less than 60 days before your departure date, except for reasons of force majeure or failure by you to pay the final balance. We may cancel your holiday before this date if, e.g. the minimum number of clients required for a particular travel arrangement is not reached.

Lightfoot Travel is not responsible for any penalties, fare increases or fees incurred due to late payment of final balance.

If we have to make a significant change or cancel, except for reasons of force majeure, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of:

- i (for significant changes) accepting the changed arrangements; or
- ii having a refund of all monies paid; or
- iii accepting an offer of alternative travel arrangements of a comparable or higher standard from us, if available (at no extra cost); or
- iv if available, accepting an offer of alternative arrangements of a lower standard, with a refund of the price difference between the original arrangements and the alternative arrangements.

You must notify us of your choice within 7 days of our offer. If you fail to do so we do not hear from you within 7 days, we will contact you again to request notification of your choice. If you fail to

respond again, we will assume that you have chosen to accept the change or alternative booking arrangements.

d) Compensation: In addition to a full refund of all monies paid by you, we will pay you compensation as detailed below, in the following circumstances:

- (i) If, where we make a significant change, you do not accept the changed arrangements and cancel your booking;
- (ii) If we cancel your booking and no alternative arrangements are available.

The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

**Please Note:** We will not pay you compensation in the following circumstances:

- (a) where we make a minor change;
- (b) where we make a significant change or cancel your arrangements more than 60 days before departure;
- (c) where we make a significant change and you accept those changed arrangements or you accept an offer of alternative travel arrangements;
- (d) where we have to cancel your arrangements as a result of your failure to make full payment on time;
- (e) where the change or cancellation by us arises out of alterations to the confirmed booking requested by you;
- (f) where we are forced to cancel or change your arrangements due to Force Majeure (see clause 6).

) If we become unable to provide a significant proportion of the arrangements that you have booked with us after you have departed, we will, if possible, make alternative arrangements for you at no extra charge and where those alternative arrangements are of a lower standard, provide you with an appropriate price reduction if appropriate in all the circumstances, will pay you reasonable compensation.

## 6. Force Majeure

Except where otherwise expressly stated in these Booking Conditions we will not refund, be liable or pay you compensation if our contractual obligations to you are affected by "Force Majeure". For the purposes of these Booking Conditions, Force Majeure means any event beyond our or our supplier's control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside our or the supplier(s) concerned's control.

## 7. Complaints

We make every effort to ensure that your holiday arrangements run smoothly but if you do have a problem during your holiday, please inform the relevant supplier (e.g. your hotelier) immediately who will endeavour to put things right. If your complaint is not resolved locally, please contact [feedback@lightfoottravel.com](mailto:feedback@lightfoottravel.com).

If the problem cannot be resolved and you wish to complain further,

you must send formal written notice of your complaint to us at our office within 28 days of the end of your stay, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. Failure to follow the procedure set out in this clause may affect ours and the applicable supplier's ability to investigate your complaint, and will affect your rights under this contract.

## 8. Our responsibility

a) With respect to the travel arrangements made in connection with this transaction, Lightfoot Travel, represents and acts as an agent for disclosed principals and independent contractors, including carriers, transportation companies, tour operators, wholesalers, service companies, hotels, etc. Lightfoot Travel, is not responsible or liable for any acts, omissions, financial stability, delays or changes by any of these entities.

b) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:

- (i) the acts and/or omissions of the person affected; or
- (ii) the acts and/or omissions of a third party unconnected with the provision of the services contracted for and which were unavoidable and extraordinary; or
- (iii) Force Majeure (as defined in clause 6).

**c) We limit the amount of compensation we may have to pay you if we are found liable under this clause:**

(i) **loss of and/or damage to any luggage or personal possessions and money:** the maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are required to have adequate insurance in place to cover any losses of this kind.

(ii) **Claims not falling under (i) above and which don't involve injury, illness or death:** the maximum amount we will have to pay you in respect of these claims is up to three times the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.

(iii) **Claims in respect of international travel by air, sea and rail, or any stay in a hotel:**

a. The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can ask for copies of these Conventions from our offices. Please contact us. In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions

contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.

- b. In any circumstances in which a carrier is liable to you by virtue of the Denied Boarding Regulation 2004, any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier.
- c. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.
- d) It is a condition of our acceptance of liability under this clause that you notify any claim to us and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.
- e) Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to us or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.
- f) Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description:
  - (i) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or
  - (ii) relate to any business.
- g) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our brochure. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.
- h) Where it is impossible for you to return to your departure point as per the agreed return date of your package, due to "unavoidable and extraordinary circumstances", we shall provide you with any necessary accommodation (where possible, of a comparable standard) for a period not exceeding three nights per person. Please note that the 3 night cap does not apply to persons with reduced mobility, pregnant women or unaccompanied minors, nor to persons needing specific medical assistance, provided we have been notified of these particular needs at least 48 hours before the start of your holiday. For the purposes of this clause, "unavoidable and extraordinary circumstances" mean warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely back to your departure point.

## 9. Your responsibility

It is your responsibility to ensure that you and all persons traveling with you have valid passports (with at least 6 months validity beyond the date of return and at least two blank pages or more), appropriate visas and vaccinations.

# TERMS & CONDITIONS

Women who are 28 weeks pregnant or more at the time of travel should have a doctor's certificate confirming they are fit to travel.

## 10. Insurance

Adequate travel insurance is a condition of your contract with us. You must be fully insured for your holiday and must make sure that all of the activities which you will be carrying out are covered under such insurance, protecting against unforeseen circumstances that could otherwise spoil your travels. Cover must include medical expenses and repatriation in the event of accident or illness. In addition, we strongly recommend that you have cover for personal belongings, delay at your outward or homeward point of departure, personal liability, overseas legal expenses and cancellation. If you are undertaking any sports or adventurous activities, including trekking, on your trip you should also make sure that your policy covers these. Please also ensure you read the policy conditions and exclusions.

## 11. Additional Excursions

Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your contracted arrangements with us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

## 12. Passports, Visas, and Immigration Requirements & Health Formalities

It is your responsibility to check and fulfill the passport, visa, health and immigration requirements applicable to your itinerary. We can only provide general information about this. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable. Requirements do change and you must check the up to date position in good time before departure.

Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year, you should check with the Embassy of the country you are visiting. **Special conditions apply for travel to the USA, and all passengers must have individual machine readable passports.**

Travellers should obtain up to date advice on passport and visa requirements from the Embassy, High Commission or Consulate of your destination or country(ies) through which you are travelling,

We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities.

## 13. Conditions of Suppliers

Many of the services which make up your holiday are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions which will form part of your contract with us. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions are available on request from us or the supplier concerned.

## 14. Prompt Assistance

If, whilst you are on holiday, you find yourself in difficulty for any reason, we will offer you such prompt assistance as is appropriate in the circumstances. In particular, we will provide you with appropriate information on health services, local authorities and consular assistance, and assistance with distance communications

and finding alternative travel arrangements. Where you require assistance which is not owing to any failure by us, our employees or sub-contractors we will not be liable for the costs of any alternative travel arrangements or other such assistance you require. Any supplier, airline or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them. Subject to the other terms of these Booking Conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances, if you fail to obtain our prior authorisation before making your own travel arrangements. Furthermore, we reserve the right to charge you a fee for our assistance in the event that the difficulty is caused intentionally by you or a member of your party, or otherwise through your or your party's negligence.

#### 15. Disabilities and Medical Problems

We are not a specialist disabled holiday company, but we will do our utmost to cater for any special requirements you may have. If you or any member of your party has any medical problem or disability which may affect your booking, please provide us with full details before you make your booking so that we can try to advise you as to the suitability of your chosen arrangements. We may require you to produce a doctor's certificate certifying that you are fit to participate. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.

#### 16. Privacy

Personal information that you provide when using our website and booking holidays will be treated in accordance with our Privacy Policy, which can be accessed via the following link - [http://www.lightfoottravel.com/assets/documents/Privacy\\_Policy.pdf](http://www.lightfoottravel.com/assets/documents/Privacy_Policy.pdf) Please read this carefully.

#### 17. Governing Law

These terms and conditions and any disputes arising from them shall be governed by Hong Kong Law. You and we agree to submit to the exclusive jurisdiction of the courts of Hong Kong regarding any such dispute.

#### 18. Changes to Terms and Conditions

The terms and conditions which apply to your holiday are those which are featured on your booking form at the time of booking, and any other terms notified to you in writing before departure. We reserve the right to update these terms and conditions from time to time. Any such updates shall take effect immediately upon posting on our website.

## WHY DO YOU NEED TRAVEL INSURANCE

You must be fully insured for your holiday and must make sure that all of the activities which you will be carrying out are covered under such insurance, protecting against unforeseen circumstances that could otherwise spoil your travels. Cover must include medical expenses and repatriation in the event of accident or illness. In addition, we strongly recommend that you have cover for personal belongings, delay at your outward or homeward point of departure, personal liability, company insolvency, overseas legal expenses and cancellation. If you are undertaking any sports or adventurous activities, including trekking, on your trip you should also make sure that your policy covers these. Please also ensure you read the policy conditions and exclusions.

### **If you do not obtain travel insurance, please note your agreement to the below waiver:**

The waiver you agree to includes releasing Lightfoot Travel from any liability that should arise from but is not limited to any indirect or consequential loss whatsoever arising under or in connection with our provision of your holiday, any injury, illness, death, loss (including loss of enjoyment and loss of business, profits or employment), damage, expense, cost or other claims or liability of any description whatsoever which results from:

- (i) any fault of you or any member of your party,
- (ii) any fault of any third party unconnected with us and the provision of services for which you have contracted with us,
- (iii) any force majeure circumstances. 'Force majeure' means unusual and unforeseeable circumstances beyond our control, the consequences of which neither us nor our suppliers could avoid. These may include but are not limited to, war, threat of war, riot, civil strife, terrorist activity (actual or threatened), industrial dispute, technical problems with transports, machinery or equipment, power failure, natural or nuclear disaster, fire, flood, drought or storm, other adverse weather conditions including heavy rainfall, hail, snow or frost.

Our total liability to you in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise shall not exceed the value of your booking (including taxes and deposit), without limiting your statutory rights.

It is your responsibility to ensure that you and all persons travelling with you have valid passports (with at least 6 months validity beyond the date of return and at least two blank pages or more) appropriate visas and vaccinations.

All activities you will be carrying out during the holiday are at your own risk. Any emergency evacuation and repatriation costs are at your own cost and liability.