

The following terms and conditions, and any other terms and conditions (including, for example, brochure terms) which are notified to you in writing before departure, apply to all holidays booked with Lightfoot Travel (HK) Ltd trading as Lightfoot Travel ('we', 'our' or 'us'), which is registered in Hong Kong under company number 53428495-000-12-12-5.

Please read these terms and conditions carefully, as they set out your contract with us once you have paid your deposit (or other fee such as in a last minute booking). 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. Please pay particular attention to Paragraph 5 (Our Responsibility).

## 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). The lead client who makes the booking is taken to have accepted these terms and conditions on behalf of and with the authorization of all the persons named on the booking. Written quotations are valid for a period of 20 days from the date of our quotation, unless otherwise indicated.

b) 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).

c) Once we receive the deposit we will issue a written confirmation of the booking, at which point a binding contract is formed between 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.

d) Unless a last minute 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 as per the terms below.

e) Clients should pay all bank charges for bank transfers. Failure to do so may lead to you being rebilled.

f) 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. If an adverse currency fluctuation occurs, equal to 2% or more of the overall price during the period between the date of the quotation and the date(s) for payment of the deposit and/or final balance payment for the holiday, we reserve the right to adjust the final balance payment due to reflect such currency fluctuation.

## 2. Alterations and cancellation by you

a) 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 2% 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.

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

- a. 75 days or more Deposit only
- b. 74 – 50 days 40%
- c. 49 – 29 days 60%
- d. 28 – 7 days 90%
- e. 6 days or less 100%

In the event that the cancellation charges of the suppliers we use are more than ours, then the suppliers' cancellation terms will apply.

c) If a member of a party is prevented from traveling the person concerned may transfer their place to someone else as long as our suppliers accept the transfer of names, you sign an authorization letter and the transferee signs a booking form. All costs incurred by us and any of our suppliers, an amendment fee of Hong Kong Dollars (HKD) 750, and any overdue balance payment must be paid before any such transfer is effective. 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.

## 3. 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) Most changes are minor and we will inform you of them if possible. Occasionally, we have to make a major change. A major change is a change made before departure which, taking account of the information you give us at the time of booking and which we can reasonably expect to know as a tour operator, we can reasonably expect to have a major effect on your holiday. Major changes may include: price increases, change of your city/resort/place of destination, or change of your accommodation to a lower grade. If we make a major change to your holiday we will inform you as soon as possible. You will then have the choice of: (i) accepting the changes, (ii) accepting an offer of an alternative holiday from us of a similar standard to that already booked, or (iii) cancelling your holiday and receiving a full refund of all monies due.

c) We will not accept liability if we are forced by 'force majeure' to change or terminate your holiday. '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.

#### 4. Prices

a) Once the price of your holiday has been confirmed on your confirmation invoice then subject to the correction of errors, we will only increase the price and request a surcharge in the following circumstances: increases in our transportation charges (including the cost of fuel), dues, taxes, airport charges or the exchange rates used to calculate the cost of your holiday.

b) Even in the above cases, only if the amount of any increase in our costs exceeds 2% of the total cost of your holiday will we levy a surcharge. If the surcharge is greater than 10% you reserve the right to cancel your holiday within 14 days of our notifying you of the surcharges, after which we reserve the right to add a surcharge over the 10% of the total holiday price.

c) Quotations will be provided in Hong Kong Dollars (HKD).

#### 5. Our responsibility

a) We accept responsibility for ensuring that the holiday arrangements that you book with us are supplied as described in the itinerary provided, and in accordance with these terms and conditions. If you feel that your holiday arrangements are not as described in your itinerary, you should notify our appointed local supplier or us (where no local supplier is appointed) as soon as possible and provide us with details in writing.

b) We endeavour to keep the website and any brochures up to date, but cannot guarantee their accuracy and, if there is any inconsistency between the information on our website and the itinerary details provided to you, the itinerary details prevail.

c) We accept responsibility for our suppliers and local representatives, provided that such suppliers and representatives have acted at all times within our authority and in accordance with our instructions. We do not accept responsibility for: travel by air, sea and rail and the provision of accommodation, to which the terms of the relevant travel provider shall apply; or (ii) holidays, activities or other bookings or arrangements made directly with our suppliers, local representatives or any other third parties.

d) Under no circumstances will we accept responsibility for any indirect or consequential loss whatsoever arising under or in connection with our provision of your holiday.

e) Nor do we accept responsibility for 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 the services for which you have contracted with us; (ii) any force majeure circumstances (as described in Paragraph 3 above) which are beyond our or our suppliers' reasonable control.

f) 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).

g) Nothing in these terms and conditions shall limit or exclude our liability where such exclusion is not permitted under applicable law.

#### 6. 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.

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.

#### 7. 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, 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.

#### 8. 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.

#### 9. 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.

#### 10. 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.