



LOYD & TOWNSEND ROSE

EXCEPTIONAL CASTLE EXPERIENCES

Booking Terms and Conditions

These Booking Conditions, together with our privacy policy and any other written information we brought to your attention before we confirmed your booking, apply to your booking with Loyd Townsend Rose Limited ("LTR", "we" or "us"). Please read them carefully as they set out our respective rights and obligations. In these Booking Conditions references to "you" and "your" include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

We act in the following capacities: as a Principal (in the sale of accommodation) and as an Agent to help you to arrange individual services, such as transport and other agreed activities. Our obligations to you may vary depending upon which arrangements you book with us, and we have tried to set them out below as clearly as possible. Section A contains the conditions which will apply to all bookings. Section B applies to Principal (accommodation) bookings and Section C applies to Agency bookings. Whether we are acting as Principal or Agent will be notified to you at the time of booking.

We offer accommodation, as Principal, and individual services (transport and activities etc.) as Agent, that are available to be purchased separately as well as together. In other words, you may decide to just purchase accommodation from us, or you may decide to purchase accommodation and an excursion. Whatever you decide, we will treat each element as a separate booking so that the price charged in total for the booking of more than one element will always equal the prices charged separately for each individual element. To help you to identify which element you would like to book, prices will be quoted to you separately and each element of the booking is available to buy separately, at the same price as it would be if more than one element is booked. This means that any multiple bookings do not constitute a package as defined in the Package Travel, Package Holidays and Package Tours Regulations 1992.

By making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that:-

- He/she has read these terms and conditions, is over 18 years of age and has the authority to and does agree to be bound by them;



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- He/she consents to our use of information in accordance with our Privacy Policy.

SECTION A – APPLICABLE TO ALL BOOKINGS

1. Booking, Confirmation and Payment

In order to secure a booking you should complete and sign our Booking Form and return it to us, together with a non-refundable deposit or, in the case of bookings made within eight weeks of arrival, the full price of your arrangements. No contract will come into existence until we accept your booking, have issued an invoice (either on behalf of ourselves or the supplier in question) and we receive your deposit or full payment in cleared funds.

The balance of the arrangements must be paid by the date detailed on the Booking Form. If full payment is not received by the due date, we will notify the supplier who may cancel your booking and charge the cancellation fees set out in their Terms and Conditions. Where you have booked accommodation we reserve the right to treat the booking as cancelled by you and to levy cancellation charges as set out in Clause 13 below.

Surcharge fees may be added to credit card payments for some clients, but will only be at the prevailing rate charged to LTR by the card issuer and you should enquire at the time of booking whether such a fee is applicable and what the prevailing rate might be.

2. Insurance

Adequate travel insurance is a condition of your contract with either us or the supplier(s) in question. You must take out a policy of insurance in order to cover you and your party against the cost of cancellation by you; the cost of assistance in the event of accident or illness and other expenses. If you fail to travel with adequate insurance cover we will not be liable for any losses in respect of which insurance cover would otherwise have been available.

3. Behaviour and Deposit

It is a condition of your contract, either with us or the supplier in question, that you act with reasonable prudence and circumspection whilst on holiday. In the event of



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you causing any accidental damage or breakage you will be liable for the full cost of any repairs or replacements which may be required. You agree to indemnify us for the full amount of any claim (including all legal costs) made against us by the supplier or any third party should your conduct fall below an acceptable standard and damage / loss is caused as a result.

Some properties will require a surety/housekeeping deposit of up to 20% of the cost of the rental, where this applies you will be advised at the time of booking.

4. Complaints

Where you have booked accommodation with us, in the event that you have any concerns or cause for complaint, please inform the relevant supplier and ourselves immediately, using the contact numbers provided to you. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to us. If you fail to follow this procedure we will have been deprived of the opportunity to investigate and rectify your complaint at the time of it arising and this may affect your rights under this contract.

Where we are acting as Agent, the contract for your arrangements is between you and the supplier and any queries or concerns should be addressed to them. If you have a problem whilst on holiday, this must be reported to the supplier immediately. If this does not resolve your concerns and you wish to complain when you return home, contact the supplier. We will of course assist you with this if you wish - please contact us for further information.

5. Force Majeure

Except where otherwise expressly stated in these booking conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by any event which we or the supplier of the service in question could not, even with all due care, foresee or avoid. These events can include, but are not limited to war, threat of war, civil strife terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority, industrial dispute, natural or nuclear disaster, fire, chemical or biological disaster and all similar events outside our control or that of the supplier concerned.



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6. Health, Disabilities and Medical Problems

At the time of booking you must advise us of any pre-existing medical conditions which you have that may affect your stay in any accommodation which we offer, e.g. disabilities, allergies etc. Acting reasonably, if we are unable to properly accommodate your needs we will not confirm your booking or, if you did not give us full details at the time of booking, we will (in cases where you have booked accommodation) cancel your booking and impose applicable cancellation charges (set out in Clause 13), when we become aware of these details.

7. Law and Jurisdiction

These Booking Terms and Conditions are governed by English Law and the courts of England and Wales shall have sole jurisdiction over any dispute arising out of them; although either you or we may choose the Jurisdiction of Scotland instead, should you / we wish to do so.

8. 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. Copies of the relevant parts of these terms and conditions are available on request from us or the supplier concerned.

9. Data Protection and Privacy

Please see our privacy policy contained on our website for full information regarding the way in which we use and store your personal data.

<https://ltrcastles.com/privacy-cookies>



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SECTION B: ACCOMMODATION BOOKINGS

This section only applies to Accommodation bookings, where we act as Principal.

10. Pricing and Surcharges

The price of your accommodation will be confirmed on booking. When you have booked and paid your deposit, or the full amount if you book within eight weeks of arrival, the price of your booking as shown on your confirmation invoice is guaranteed, unless you elect to change the confirmed booking. The price of your confirmed booking is also subject at all times to changes in costs, which are part of our contracts with accommodation provider's; to cost changes arising from government action such as changes in VAT or any other government imposed changes; and to changes in the currency exchange used to calculate your arrangements any or all of which may result in a variation of the price of your accommodation.

11. Accuracy of Description

We endeavour to ensure that all of the information and prices which we advertise 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 your booking is confirmed. We strive to ensure accuracy of descriptions shown 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.

12. Alterations by You

If, after we have confirmed a booking, you request a change in the dates or content of your itinerary, we will do our best to meet your revised requirements. We reserve the right to charge an alteration fee, subject to a maximum of 5% of the accommodation price. Any such requests received within eight weeks before arrival may be treated as a cancellation and re-booking and thus subject to the cancellation charges detailed in Clause 13 below.



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13. Cancellation by You

If you or any other member of your party decides to cancel your confirmed booking you must notify us in writing. Your notice of cancellation will only take effect when it is received in writing by us at our offices or by email. Since we incur costs in cancelling your arrangements, you will have to pay the applicable cancellation charges up to the maximum shown in the table below.

Please note that certain arrangements may not be amended after they have been confirmed and any alteration or cancellation could incur a cancellation charge of up to 100% of that part of the arrangements. We will deduct the cancellation charges from any monies you have already paid to us.

Weeks prior to arrival	Percentage of booking rental price
Over 8 weeks	50%
Under 8 weeks	100%

14. If We Change or Cancel Your Accommodation Booking

We may in exceptional circumstances be required to cancel your accommodation booking, in which case a full refund of all monies paid will be made to you. We regret we cannot meet any expenses or losses that you may incur as a result of change or cancellation.

Very rarely, we may be forced by "force majeure" to change or terminate your arrangements after your holiday has commenced. If this situation does occur, we regret we will be unable to make any refunds, pay you compensation or meet any costs or expenses you incur as a result.

15. Our Responsibilities to you in respect of Accommodation Bookings

1. We have a duty to select the suppliers of the accommodation making up your booking with us with reasonable skill and care. We have no liability to you for the actual provision of the accommodation, except in cases where it is proved that we have breached that duty and damage to you has been caused. Therefore, providing we have selected the suppliers / subcontractors with reasonable skill



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and care, we will have no liability to you for anything that happens during the provision of the accommodation in question or any acts or omissions of the supplier, its employees or agents.

2. 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:
 - a) The act(s) and/or omission(s) of the person(s) affected;
 - b) The act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
 - c) Unusual or unforeseeable circumstances beyond ours or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised; or
 - d) An event which either ourselves or suppliers could not, even with all due care, have foreseen or forestalled.
3. We limit the amount of compensation we may have to pay you if we are found liable under this clause in the following ways:
 - a) 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 applicable excess on your travel insurance policy because you are assumed to have adequate insurance in place to cover any losses of this kind.

- b) Claims not falling under (a) above or involving injury, illness or death

The maximum amount we will have to pay you in respect of these claims is twice 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.

4. It is a condition of our acceptance of liability under this clause that you notify any



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claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.

5. Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves 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.
6. Please note we cannot accept any liability for:
 - a) Any damage, loss or expense or other sum(s) of any description 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
 - b) Any business losses.
7. In cases of compensation or damage arising from non-performance or improper performance of the services involved in our contract with you, compensation for personal, including psychiatric injury and non-personal injury is limited to the greatest extent possible by all relevant international conventions including but not limited to the Geneva Convention, the Montreal Convention and the Athens Convention.
8. No employee, representative, agent or officer of LTR shall be authorised to commit LTR Ltd to any admission of liability whatsoever and LTR shall not be bound by any such admission unless it is explicitly stated in writing and executed on behalf of Loyd Townsend Rose Limited.



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SECTION C: AGENCY BOOKINGS

This section applies to bookings we make for you when acting as your Agent.

16. When we act as your Agent

When making a booking for certain additional services, often arranged as per your specific instructions during your stay, we are acting as your Agent in relation to such additional services, on terms to suit you. Examples of these services are excursions, entertainment services, guiding, sightseeing, sporting services, and a variety of other add on extras that you may request. In relation to such services, you appoint us to source them on your behalf, and you will enter into a contract with the supplier of those services. Monies paid to us for such services are held by us on your behalf until they are paid to the supplier in question. Please note that payment by you to us does not constitute payment to the supplier whose services we have sourced and if we collect monies from the supplier on your behalf, the supplier's liability to pay that money to you is discharged.

LTR reserves the right (on occasions) to receive commission from the supplier of the services booked on your behalf, details of which are available on demand and will be provided to you at the time.

Your contract

When making your booking we will arrange for you to enter into a contract with the supplier of those services. As Agent we accept no liability in relation to any contract you enter into or for any services or the acts or omissions of any such supplier(s). Your booking for additional services is subject to this clause and the specific booking conditions of the relevant supplier(s) we source for you. By making a booking for which we are acting as your Agent, you agree to the terms of this Section C.

When booking such services, each component will not be provided by LTR but, instead, by third party providers of the products you have selected. Your contract will be with the individual suppliers and not with us. You may decide to make one or more bookings for additional services at the same time. The price charged in total for more than one booking will always equal the prices charged separately for each individual booking. All additional services are available to be purchased separately



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and at the same price as they are when more than one booking is made. This means that any multiple bookings of additional services do not constitute a package, as defined in the Package Travel, Package Holidays and Package Tours Regulations 1992.

17. Cancellation and Amendment

If you cancel or amend your booking the supplier may charge the cancellation or amendment charge shown in their Terms and Conditions (which may be 100% of the cost of the services) and you may also be required to pay us an amendment charge, which will be advised to you at the time.

18. Changes or Cancellations by the Supplier

We will inform you of any changes or cancellations as soon as reasonably possible. If the supplier offers alternative services or a refund, you will need to let us know your choice within the time frame we stipulate. If you fail to do so the supplier is entitled to assume you wish to receive a full refund. We accept no liability for any changes or cancellations made to your services by the supplier under your contract with them.

19. Our responsibility for your booking when acting as your Agent

Your contract is with the supplier and its booking conditions apply. As Agent, we accept no responsibility for the actual provision of the services. Our responsibilities are limited to making the booking in accordance with your instructions. We accept no responsibility for any information about the services that we pass on to you in good faith. However, in the event that we are found liable to you on any basis whatsoever, our maximum liability to you is limited to the cost of the booking of your additional services (or the appropriate proportion of this if not everyone on the booking is affected). We do not exclude or limit any liability for death or personal injury that arises as a result of our negligence or that of any of our employees whilst acting in the course of their employment.

20. Documentation & Information

All descriptions and content on our website or otherwise issued by us is done so on behalf of the Supplier(s) in question and are intended to present a general idea of



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the services provided. Not all details of the relevant services can be included. All products and services shown are subject to availability. If you require any further details please contact us providing details of the additional information needed.