

## **Booking Terms and Conditions**

The following Terms and Conditions apply to Your Booking with Stewart Travel Management ("STM") together with any other associated paperwork provided to you at the time of booking or subsequently as the case may be. STM and You agree that the content of these Terms and Conditions is a "General Agreement", as this term is defined in Article 2(2)(c) of the Package Travel Directive 2015, Regulation 3(3) of the Package Travel and Linked Travel Regulations 2018 and Regulation 10(3) of the ATOL Regulations 2012 (collectively, the "Travel Regulations"). As such, the Parties agree that the Travel Regulations shall not apply to any Bookings made under the terms of this Agreement. Furthermore, the Parties agree that the services STM sells to business clients are outside the scope of the Package Travel and Linked Travel Arrangements Regulations 2018, the Civil Aviation (Air Travel Organisers' Licensing) Regulations 2012 and any scheme of financial protection operated by ABTA.

You agree that the Booking to which these Terms and Conditions apply is for travel arrangements in connection with your trade, business or profession,

STM or Stewart Travel Management is defined as Stewart Travel Limited, Registered Number SC400502 and Registered Office at 20 Renfield Street, Glasgow, G2 5AP.

### **Definitions and context**

You and Your and the Customer is / are defined as the person(s) or body corporate or firm on whose behalf the Booking is made and includes the person(s) travelling.

A Booking includes travel services provided by STM over the phone, via e-mail, on-line, or in any other fashion including letter / fax.

A Booking Fee is the fee charged by STM to the Customer for supplying the Travel Services and excludes the charge made by the relevant 3rd Party Supplier in respect of the underlying travel, accommodation or other services supplied.

A Management Fee is the fee charged by STM where the Customer has requested a fixed or partly fixed periodic charge rather than a transaction based Booking Fee.

Travel Services are the services rendered by STM in taking a booking and/or otherwise arranging, negotiating and reporting the supply of travel by 3rd Party Suppliers to the Customer.

3rd Party Suppliers are any 3rd parties who supply any travel or other related travel services (including transport by air, road, ship or otherwise and accommodation) to the Customer.

### **General**

- (i) STM shall act solely as the Customer's agent in providing the Travel Services.
- (ii) In making a Booking with STM the Customer is entering into a legally binding contract with the relevant 3rd Party Supplier for provision of travel and/or accommodation and/or other such services.
- (iii) The terms of the contract with the 3<sup>rd</sup> Party Supplier are governed by its own terms and conditions (available to the Customer upon request).
- (iv) STM is not responsible for any default or failure in any supply by any 3rd Party

Supplier or for any loss, claim, cost, damage or injury incurred by the Customer as a result thereof.

(v) STM is not responsible for any costs or damages arising directly or indirectly as a result of any changes or cancellations by 3<sup>rd</sup> Party Suppliers in relation to any Customer Booking.

## **Payment**

(i) As the Customer's agent, STM shall contract with 3<sup>rd</sup> Party Suppliers only on behalf of the Customer. Any and all costs incurred by STM with 3<sup>rd</sup> Party Suppliers for travel and/or accommodation (including those costs relating to booking amendments and or cancellations) will be the financial obligation of the Customer. The Customer shall pay to STM all such costs in line with agreed terms of credit between STM and the Customer or in advance of travel where terms of credit are not in place.

(ii) Where the Customer has not paid STM in line with agreed credit terms (or in advance of travel where such terms are not in place) STM reserves the right to cancel any outstanding Bookings and charge to the Customer all relevant cancellation fees.

(iii) STM reserves the right to charge an administration fee for amendments or cancellations of any bookings, including in the case where no additional documentation is required. STM will charge to the Customer all relevant bank charges and merchant fees.

(iv) STM operates an out of hours service and reserves the right to charge to the Customer costs incurred in use of this service.

## **Refunds**

(i) The Customer should clarify in writing at the time of booking what are the conditions under which Bookings can be refunded. For the avoidance of doubt, STM can grant a refund to the Customer only where the 3<sup>rd</sup> Party Supplier terms and conditions so allow.

(ii) In many cases, Bookings are not refundable.

(iii) STM reserves the right to charge a refund administration fee.

## **Liability**

(i) In the event of a claim by the Customer or by any person travelling under a Booking in respect of the supply of the Travel Services or any other liability whatsoever for which STM is responsible in law, STM's maximum liability is restricted to the lesser of (a) the total amount paid to STM by way of fees for the supply of the Travel Services concerned by the claimant and (b) any additional expenses incurred by the claimant.

(ii) STM shall incur no other liability whatsoever to the Customer or any person travelling in respect of any direct, indirect or consequential losses.

(iii) Nothing in these terms and conditions limits STM's liability in respect of death or personal injury where such liability cannot by law be excluded.

## **Insurance**

(i) STM does not carry travel insurance on behalf of the Customer.

(ii) The Customer agrees that it should adequately insure itself and all travelers under a

Booking in respect of eventualities including (but not limited to) the cost of assistance (including repatriation) in the event of accident or illness or any other loss, claim or injury associated with travelling under a Booking.

#### **VAT**

VAT will be charged where applicable at the rate in force on the date of supply.

#### **Variation**

- (i) STM reserves the right to vary the terms of these Booking Terms and Conditions at any time. Such variation shall take effect immediately and will be available to view online.
- (ii) STM reserves the right to review and adjust all elements of fees without prior notice to take account of (but not limited to) inflation, increased charges, costs, or changes to terms and conditions by suppliers or other parties.

#### **Privacy**

- (i) All calls into and from STM may be silently monitored and recorded for training and quality purposes.
- (ii) The information that you provide to STM in making a Booking (or an enquiry) will be passed to the relevant 3<sup>rd</sup> Party Suppliers and any other persons necessary for the provision of your travel (including public authorities such as customs or immigration) or as required by law. STM may also use this information for marketing purposes.

#### **Governing Law**

In dealings between STM and the Customer, any contracts shall be governed by the law of Scotland and shall be subject to the jurisdiction of the Scottish Courts, without prejudice to the right of STM to seek recovery of any sums due from the Customer before any court of competent jurisdiction.