

TOTAL MANAGEMENT TRAVEL BOOKING CONDITIONS

DEFINITIONS

Total Management Travel means Total Management Limited otherwise known as Total Management Group whose registered address is The Matrix Studio, 91 Peterborough road, London, SW6 3BU and who's Registered number is 05729837.

Customer means the person, entity or organization to which Total Management is providing services to

No partnership or agency

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorize any party to make or enter into any commitments for or on behalf of any other party.

BOOKING CONDITIONS

Orders must be placed with Total Management by email or phone.

No contract is formed between the Customer and Total Management for the supply of any services until Total Management has issued its Acceptance of the Order from the Customer.

Total Management will not be obligated to perform under contract until the Customer has confirmed in writing that it has received the Acceptance of Order.

PROVISION OF SERVICES

Total Management may at any time without notifying the Customer make any changes to the Services which are necessary to comply with any applicable safety or other statutory requirements or which do not materially affect the nature or quality of the Service.

CLIENTS OBLIGATIONS

To appoint Total Management Travel to assist with travel booking/bookings

Co-operate with Total Management Travel in all matters relating to the Services and appoint the Total Management Travel Representative as its representative solely for the purposes of providing the Services;

Solely be responsible for arranging passport renewals, visas, health checks and any other travel requirements as may be necessary for the Client's employees to travel

Be of or over the age of 18 when booking services with Total Management Travel

FEES/PAYMENT

Payment shall be made by cheque, credit card or BACS. All credit card payments are subject to applicable credit card charges. All cheque payments require 7 Working Days to clear.

Invoices are due for payment immediately upon receipt unless agreed otherwise on the booking

Total Management Travel will not supply services without full payment being settled unless agreed otherwise on booking.

CANCELLATION AND CHANGES BY THE CUSTOMER

Any changes at the request of the Customer are subject to the sole discretion of Total Management Travel and a payment of an additional fee which will be notified to the Customer at the time of change.

The Client acknowledges and agrees that it shall be solely liable for all costs and charges incurred by Total Management as a result of any late cancellation of Services and agreements with third party suppliers directly or indirectly related to the Client's negligence or failure to inform Total Management promptly, and in writing,

All cancellations by the Customer must be made to Total Management Travel

Total Management Travel reserves the right to charge the Customer for administration costs incurred and/or a cancellation fee of up to a charge of 100% will be assessed by Total Management Travel at the time of cancellation

CANCELLATION BY TOTAL MANAGEMENT TRAVEL

Whilst every attempt is made to ensure that the advertised Services take place, Total Management reserves the right to cancel or postpone any Service. In such circumstance, Total Management shall inform the Customer as soon as practicable and the Customer shall be offered a choice of:

- Cancel with a full refund of all monies paid; or
- An alternative date to commence or complete the Service as appropriate in the circumstances.

Total Management Travel shall not be liable to the Customer or be deemed to be in breach of Contract by reason of any delay in performing or failing to perform any obligations in relation to the Service if the delay in performing or failure to perform is due to any cause beyond Total Management Travels reasonable control.

DELAYS AND RE-SCHEDULING

Total Management Travel has no control and takes no responsibility in transport delays or re-scheduling and has no representation at airports in the UK or overseas.

Total Management Travel is unable to offer compensation for travel delays or re-scheduled flights which are beyond its reasonable control.

UNREASONABLE BEHAVIOUR

The Customer may be prevented to travel if someone in authority believes that the Customer is unfit to travel or likely to disturb or harm others. Similarly, the Customer may be asked to vacate a hotel, or such other property, if the hotelier considers the Customer's behavior to be unacceptable.

In both circumstances, the Contract will terminate immediately, and Total Management Travel will not provide a refund for unused travel or accommodation and the Customer will be responsible for all expenses incurred.

Total Management Travel may also hold members of the Customer's party jointly and individually liable for any damage to property, together with legal costs Total Management Travel may incur in pursuing any claim.

Total Management Travel will not be responsible for the actions or behavior of other passengers/guests.

DATA PROTECTION

Unless otherwise expressly specified in this Agreement, the Client shall supply, at the Client's sole expense, the Travel Information and any other resources necessary to perform the Services.

Total Management shall process any Travel Information provided by the Client in accordance with the Client's instructions and pursuant to the requirements of the Data Protection Act 1998. Total Management shall process the Travel Information exclusively for the purpose of providing the Services to Client and shall not disclose the Travel Information to third parties except as is necessary in providing the Services. Total Management shall implement appropriate technical and organizational measures to protect the Travel Information against accidental or unlawful destruction or accidental loss or alteration, unauthorized disclosures or access and against all other unlawful forms of processing.

LIMITATION OF LIABILITY

Total Management Travel in providing the Services, shall not be responsible or liable for any acts, errors, omissions, delays, missed connections, overbooking, cancellations, errors in reservations, accidents, losses, injuries, deaths, property damage, or any indirect or consequential damages resulting from the action, inaction, default or insolvency of any airline, hotel, car supplier, or any other third party goods or service suppliers except in the case of negligence or misconduct by Total Management Travel, Total Management Travel does not give any representation or warranty with respect to any aspect of any third party supplier's services. In the event of a third party supplier's (airline carriers, railways, hotels, car rental companies, etc.) default with respect to all or any part of such supplier's services, the Client's sole recourse shall be with the supplier, and shall be subject to said supplier's terms and conditions.

Each of the parties agrees to indemnify and hold the other harmless from and against any third party claim, liability, loss, cost or expense resulting directly from any failure by such party to perform any obligation hereunder.

The total liability of either party hereunder shall be limited to the equivalent of the aggregate Fees received by Total Management hereunder in the first year of this Agreement. In addition, the parties shall not be liable for any loss of profit, business, goodwill or revenue or any special, punitive, indirect or consequential loss or damages arising as a result of the performance of this Agreement, howsoever caused and irrespective of any negligence or fault.

ATOL FINANCIAL PROTECTION STATEMENT

Flights and flight-inclusive holidays departing the UK are financially protected by the ATOL scheme, this is through our ATOL no. 11004. In the unlikely event of our insolvency, the CAA will ensure that customers booked on a flight-based package holiday or are not stranded abroad and will arrange to refund any money you have paid to Total Management for an advance booking. For further information visit the ATOL website at www.atol.org.uk. When you buy an ATOL protected flight or flight-inclusive holiday from us you will receive an ATOL Certificate. This lists the flight, accommodation, car hire and/or other services that are financially protected, where you can get information on what this means for you and who to contact if things go wrong. We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme or your credit card issuer where applicable.

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.

Please ask us to confirm what protection may apply to your booking. If you do not receive an ATOL Certificate then the booking will not be ATOL protected. If you do receive an ATOL Certificate but all the parts of your trip are not listed on it, those parts will not be ATOL protected.

DISCLAIMER/FORCE MAJEUR

Total Management Travel shall use reasonable skill and care when providing Services.

Total Management Travel shall not be liable under any circumstances to the Customer or any third party for any indirect or consequential loss of profit, consequential or other economic

loss suffered by the Customer however so caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.

Total Management Travel Management shall not be liable to the Customer, employees of the Customer or any third party for any loss, damage, expense or delay of any kind by any act, default or omission howsoever caused except insofar as such liability cannot be excluded by law.

Except in respect of death or personal injury caused by Total Management Travels negligence, Total Management Travel Management shall not be liable to the Customer by reason of any representation (unless fraudulent) or any implied warranty or condition, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of Total Management Travel, its servants or agents or otherwise) which arise out of or in connection with the provision of the Service. Total Management Travels total liability to the Customer in respect of any costs or losses directly associated with the Services shall in no circumstance exceed in aggregate an amount equal to the total sums paid by the Customer in relation to that Service and in no event, shall Total Management Travel be liable to the Customer for indirect, incidental, consequential damages or losses.

No failure or delay by Total Management Travel in exercising any of its rights under a Contract shall be deemed to be a waiver of that right and no waiver by Total Management Travel of any breach of contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these terms and conditions and the remainder of the provisions shall not be affected.

The validity, construction and performance of this contract shall be governed by English Law and shall be subject to the exclusive jurisdiction of the English courts.

Total Management Travel shall not be liable to the Customer under the Contract and/or under these terms and conditions in any way whatsoever for destruction, damage, delay or inability to carry out its business arising out of war or civil commotion, strikes, lockout, and industrial disputes, failure of utility service or transport network, fire, storm, explosion, floods or bad weather or any act of God or default of suppliers or sub-contractors.

For more information go to: <https://totalmanagement-travel.com/booking-conditions/>